SUPREME COURT OF THE UNITED STATES.

No 79.

RICHARD W. MEADE, ADMINISTRATOR, ETC., OF R. W. MEADE, DECEASED, APPELLANT,

VS.

THE UNITED STATES.

APPEAL FROM THE COURT OF CLAIMS.

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The original writ of certiorari heretofore issued in this cause directing the return of the findings of facts and conclusions of law found by the Court of Claims, having been accidentally mislaid in the said court, it is hereby stipulated and agreed that the return hereto annexed be accepted and received by consent of counsel, as the return of the said court to the said writ without the production of the said writ itself.

THOMAS H. TALBOT,
Assistant Attorney General.
JOS. H. BRADLEY,
Attorney and Solicitor for Petitioner.

5 4. After such notices referred to in the 3rd finding of fact had
been given by the United States to Spain, and after the time for
exchanging ratifications of the treaty of 22nd of February, 1819, had
expired, the said Meade proceeded to prosecute his several claims before
a royal junta of Spain, it being a special tribunal or commission,
invested with judicial powers under the laws of Spain, and which had
been appointed to hear and determine his claims by the government of
Spain, at the solicitation and with the approval of the government of
the United States, expressed before the signing of the treaty of 22nd of
February, 1819. While the ratifications of the treaty were held in abeyance,
as stated in the 3rd finding, the said Meade had refrained from
prosecuting his claims before this junta; but after the notices given by
the United States to Spain, to wit, on the 31st of August, 1819,
6 and at various times thereafter, he appeared before the junta,
and produced, under and in presence of a decision thereof, all
of his original documents, vouchers, and evidences of indebtedness,
relating to his several fourteen claims described in the 1st finding, and
also evidence as to his alleged personal injuries. And such proceedings
were thereupon taken, that on the 19th day of May, 1820, the royal
junta, with the express and formal approval and ratification of the King
of Spain, made a decree or award whereby it was found and adjudged
that the government of Spain was indebted to Richard W. Meade upon
his several fourteen claims and accounts, and for interest thereon, calculated
down to the time of such liquidation or award, and for his said
personal injuries, in a sum in gross, to wit, nine million eight hundred
and twenty-three thousand and seventy-two reals vellon, and
7 eleven maravadis (rv. 9,823,072 11 mrs.), in the currency of Spain,
being equivalent to $373,879 88 in the currency of the United
States. And the King of Spain at the same time approved, transmitted,
and delivered to the said Meade the formal certificate or evidence
of such award, which award and certificate were, by the laws and customs
of Spain, final and conclusive upon the respective parties, and
possessed all the solemnity and verity of a judgment, and the record
thereof, in courts of the common law. But the said Meade was, at the
same time, by the royal junta, required to, and did, in compliance with
such requirement, actually surrender to the government of Spain all of
his original documents, vouchers, and evidences of indebtedness establishing
his claims; and the same were duly received by the Spanish
government, and were by it expressly "cancelled," and were carried,
8 in the financial department of that government, to the various
accounts and transactions to which they respectively belonged,
and were considered and treated by that government as forever discharged
and merged; neither have they ever been restored to the said
Meade, nor to his representatives. And immediately after the rendition
of the said award or decree, the government of Spain and the said
Meade each duly notified the government of the United States thereof,
which government raised no objection thereto, but, on the contrary,
through its Secretary of State, expressed its approval to both the government
of Spain and the said Meade.

5. After the award rendered by the royal junta upon the several
claims of the said Meade, as in the 4th finding set forth, to wit, in
August, 1820, the government of Spain resumed the consideration of
the treaty of 22nd February, 1819, and of the demand made by
9 the United States, that the three certain private grants of lands
in the Floridas, made by Spain to her own citizens, not included
in the terms of the treaty, should be annulled, as set forth in the 3rd

finding. And the Cortes of Spain, in which body was vested the sole constitutional power to annul such private grants or cessions, refused to annul the same until the United States should agree to pay and discharge in full the indebtedness of Spain to the said Meade, upon the award of the royal junta. And thereupon the United States, by their minister at the court of Madrid, gave to Spain "a clear and distinct assurance that the debt due to Richard W. Meade would certainly be paid to him by the United States if the treaty were ratified by the Spanish government, and the cessions (to the Duke of Alagon, and the Count Puñon Rastro, and Mr. Vargas) totally annulled." And
10 upon the faith of these assurances the Spanish government annulled such three private cessions, and duly ratified the said treaty, whereby the Floridas, free of, and unincumbered by, these private grants, passed to the United States. And the said Richard W. Meade duly notified the government of the United States of the assurances given by their minister, and that the Spanish government had acted upon the faith thereof when annulling the private grants and ratifying the treaty, which notice was duly received by the President, and by him transmitted to the Senate while that body was considering the acceptance or re-ratification of the treaty. And the United States, with full notice and knowledge of all the facts and circumstances set forth in this finding, did, on the 19th of February, 1821, accept and assent to the treaty, as ratified by Spain, and became seized and possessed of the Floridas thereby.

11 6. And the said Richard W. Meade, at the time the acceptance of the treaty of 22nd of February, 1819, as ratified by Spain, was under consideration in the Senate, as set forth in the 5th finding, notified the United States that the award of the royal junta set forth in the 4th finding was a good and valid certificate or evidence of indebtedness, and that he protested against the same being appropriated by the United States, unless express provision should at the same time be made for the full payment thereof by them exclusive of any provision which might be made for American claimants, by the terms of the treaty. And he also requested that such award held by him be expressly excepted and excluded from any operation of the treaty, and that he be allowed to seek the payment thereof from Spain. But the United States on the contrary, against the will and consent of
12 said Meade, did take and appropriate such indebtedness of the Spanish government, and did relinquish the same to Spain, and discharge and release Spain from the payment thereof. And such claim, demand, or award belonging to the said Meade, so taken and appropriated, constituted and was in fact a part of the consideration paid by the United States to Spain for the cession of the Floridas, and the sole consideration paid to Spain by the United States for the annulment of the three private grants to the Duke of Alagon, the Count Puñon Rastro, and Mr. Vargas, which were not annulled by or included in the terms of the treaty as set forth in the preceding findings of fact. And the award or indebtedness so taken and appropriated by the defendants was of the value of $373,879 88, and the defendants have never paid the same nor any part thereof.

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13 7. The said Richard W. Meade, after the taking or appropriation of his property or award by the defendants, as set forth in the 6th finding, did demand payment therefor from the defendants, but was not paid; and, on the contrary, he was required to present his demand to the commissioners appointed under and by virtue of the terms of the treaty of 22nd of February, 1819. And the commissioners, upon

such award or decree of the royal junta being presented to them, did refuse to allow the same; and, on the contrary, did determine and decide that the only claims against Spain which they had authority to investigate and allow were claims existing prior to the date of the treaty of 22nd of February, 1819, and that inasmuch as the award or decree of the royal junta was subsequent to the date of the treaty, they had no authority to investigate or allow it; and the commissioners accord-
14 ingly did, on the 29th day of May, 1824, reject and dismiss the
same.

8. As soon as the commissioners under the treaty of 22nd February, 1819, notified the said Meade of their determination to reject his demand for the payment of his award by the royal junta, but before their final decision or rejection of the same, he duly requested, to wit, on the 17th of April, 1823, the defendants to procure from the Spanish government his original vouchers and evidences of indebtedness described in the 4th finding; and the defendants accordingly did request the Spanish government to furnish and transmit the same to them. But the Spanish government did positively refuse to produce and deliver up such vouchers and evidences of indebtedness, upon the ground that the award of the royal junta was a judicial decree, and final and conclusive
upon the parties by the laws and customs of Spain, and that the
15 said vouchers were merged thereon, and had been given up to
and duly filed and credited in the department of finance. And the Spanish government did subsequently assure the defendants that such cancelled vouchers would be given up as requested; but the same never were so produced and given up, and have ever since been and are still held by the government of Spain. And by reason of such refusal and neglect on the part of Spain to deliver up and surrender such vouchers, the commission never considered or allowed the same, nor any portion of the demand of the said Meade. And, on the contrary, the commission allowed the claims of other persons existing prior to the date of the treaty, to an amount in the aggregate of $5,454,545 13.
And the defendants thereupon paid away upon such allowed
16 claims pro rata the sum of $5,000,000, being the whole of the
amount provided by said treaty and the acts of Congress in furtherance for the liquidation thereof. And on the 8th of June, 1824, after making such awards, the said commission expired.

And this court, upon the findings of fact aforesaid as a conclusion of law, decides—

1. That, by the acceptance of the treaty with Spain of 22nd February, 1819, and the cession of the Floridas, free of, and unencumbered by, the three private grants of Spain to the Duke of Alagon, the Count Puñon Rostro, and Mr. Vargas, the defendants took and appropriated the property of Richard W. Meade, and that he thereby, on the 19th of February, 1821, acquired a good and valid claim against the defendants
for the sum of $373,879 88.

17 2. That the defendants were not liable legally and judicially
for such appropriation of the property of Richerd W. Meade so taken for the public use, except by and through the investigation, allowance, and award of the commission appointed by the United States, under and in pursuance of the treaty with Spain of 22nd of February, 1819, and that the decision of such commission dismissing the same was final and conclusive upon the claimant, and bars a recovery upon the merits in this court.

3. That the joint resolution 25th July, 1866 (14 Stat. L., p. 611), refer-

ring back this case after the same had been once decided by the former Court of Claims adversely to the claimant, was not a waiver of the said bar, and does not allow this court to adjudge and decide the case
18 upon the merits irrespective of the decision and dismissal by the said commission.

And that judgment should be rendered herein for the defendants, and the petition be dismissed.

19 In the Court of Claims.

Richard W. Meade, Adm'r,
vs.
The United States.
No. 1857.

I, John Randolph, assistant clerk of the Court of Claims, in obedience to a writ of certiorari from the Supreme Court of the United States, do hereby certify that the foregoing is a true copy of the finding of facts, and of the conclusions of law on said facts, on which a majority of the court founded their judgment.

In testimony whereof, I have hereto set my hand and affixed the seal of said court, at Washington, this fifteenth day of Dec., 1869.

[SEAL.]

JOHN RANDOLPH,
Ass't Clerk C't of Claims.

(Indorsement on return:) Court of Claims. No. 79. Richard W. Meade, adm'r of R. W. Meade, dec'd, appellant, vs. the United States. Return to certiorari.

Filed 20th December, 1869.

Eleventh [illegible] article
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IN THE SUPREME COURT.

No. 79.—December Term, 1869.

Appeal from the Court of Claims.

RICHARD W. MEADE, ADMINISTRATOR OF
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H. Polkinhorn & Co., printers, D st., bet. 6th and 7th sts., Washington.

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Appeal from the Court of Claims.

RICHARD W. MEADE, ADMINISTRATOR OF RICHARD W. MEADE,

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THE UNITED STATES.

The case is new and peculiar. There is nothing like it in the jurisprudence of England or this country. It involves questions for which, therefore, there are no precedents. Yet the principles on which it is to be decided are to be found in the public law, in the organic law of this country, among the elements of the common law and the pronounced opinions of this Court. They are—

First. That by the public law no State can, by treaty or otherwise, release a foreign nation from its obligations to the subjects or citizens of the other contracting State, except by the authority of those citizens, or by making to them just compensation for their losses.

Second. By the Constitution of the United States, private property cannot be taken for public use without just compensation.

Third. That when the United States becomes the agent of its citizens in adjusting their claims upon another sovereignty, it is bound by the common-law principles governing cases of agency, so far as they are applicable to such a relation of parties.

Fourth. That under the treaty of 22d February, 1819, between Spain and the United States, the rights of private citizens are fixed by their condition on the 19th February, 1821, when it was finally ratified, and are not referred back to the date of the treaty.

These propositions I shall discuss in their application to this case, after a brief statement of so much and such parts of the facts found by the Court of Claims as is necessary to enable this Court more conveniently to see how they apply.

AS TO THE FACTS.

On the 22d February, 1819, Mr. Richard W. Meade, the deceased intestate, had large claims on the government of Spain, the "*validity and amount*" of which were wholly uncertain. They existed in alleged broken contracts and in alleged injuries by violence. He furnished, according to the requirements of the treaty of that date, to the proper Department, a list of those claims. He was at the same time, with the active and potential aid of the minister of the United States in Spain, prosecuting those claims there, and seeking to have them examined, liquidated, and adjudicated by a tribunal to be created by that sovereignty for that purpose. The tribunal was created, but information having been received in Spain of the signature of the treaty, and that six months, expiring on the twenty-second of August, 1819, was limited for its final ratification by Spain, that tribunal did not proceed with the investigation. On the 21st August, 1819, the treaty not having been ratified by Spain, the minister of the United States in that country, notified Spain, in substance, that if it was not ratified the next day the treaty would be at an end, and the contracting parties would stand to each other as if it had never been entered upon. The treaty was not ratified by Spain.

It will be insisted hereafter that whatever authority Mr. Meade had theretofore given to the United States to bind him and his affairs by that treaty, became revocable by him from that moment.

Shortly after this the tribunal which had, as above stated, been organized for that purpose, notified Mr. Meade that they were ready to proceed with the examination and adjudication of his claims. He appeared before and submitted his claims to them.

It will be contended that this was a complete revocation of any power he had theretofore given to the United States.

That tribunal required Mr. Meade to produce and surrender all his original vouchers, and proofs of his several claims. He did so, and thus was deprived of the means of proving the "*amount and validity*" of his claims, which under the treaty were to be settled by a commission thereafter to be appointed.

The tribunal so proceeded that on the —— May, 1820, they adjudicated to Mr. Meade, in satisfaction of his claims, being the same of which he had filed a list with the proper Department, and which were wholly unsettled at the date of the treaty, the sum now claimed in this suit, with interest from that date, and that judgment was approved under the sign manual of the King and the seal of the State. Mr. Meade, therefore, from and after that date, had no claims on Spain, the validity and amount of which, on 22d February, 1819, could be ascertained by the commission thereafter to be created.

In the meanwhile, and after this tribunal had begun, and while it was prosecuting its inquiries into Mr. Meade's claims, and before the adjudication thereof, negotiations had been resumed between the United States and Spain, and were still pending when the adjudication of the tribunal was made, and the fact of that adjudication was immediately and formally made known by the Spanish to the American minister, and by Mr. Meade to the Secretary of State. The government of the United States expressed its approval thereof; and thus the United States had notice that these unliquidated claims no longer existed, and could not be submitted to the commission provided for in the treaty, and thereby assented to the revocation of the authority theretofore given to them by Mr. Meade.

The negotiations were protracted during the year 1820, the government of the United States insisting as a *sine qua non* that Spain should revoke three certain specified grants of land in Florida which the United States claimed had been made in violation of the negotiation which preceded the treaty, and of the treaty itself. The Cortes of Spain met, and under the Constitution of Spain no grant of Florida could be made without the consent of that body. The treaty was submitted to it. The adjudicated claim of Mr. Meade, and the pretensions of the United States as to the abrogation by Spain of those three land grants, were also submitted to it. A conference was had by a committee of the Cortes with the minister of the United States, in which the latter assured the former, "that the debt due to Richard W. Meade would certainly be paid to him by the United States if the treaty were ratified by the Spanish government and the cessions (those three land grants) totally annulled." Upon the faith of these assurances the Spanish government annulled those grants, ratified the treaty, and ceded the Floridas to the United States, with an unincumbered title. Of all this the United States was duly notified; and "with full notice and knowledge of all these facts and circumstances, on the 19th February, 1821, accepted and assented to the treaty as ratified by Spain, and received the Floridas.

It will be contended that by this transaction, if, as is not admitted, Mr. Meade's case had not before been taken out of the operation of the treaty, it was clearly removed from it by the assent and approval of the United States, involving a full revocation of any authority theretofore granted by Mr. Meade; and second, that for a certain specified consideration, binding on the United States, they assumedto pay the debt due by Spain to Mr. Meade.

That, with this full notice and knowledge, the United States took this claim, thus established, *in solido*, and against the will of the claimant appropriated the same to the public use, and did relinquish the same to Spain, as part of the consideration paid by the United States for the cession of the Floridas, and discharge Spain from the payment thereof.

It will be contended from these facts, 1st, that the release related to the debt due by Spain to Mr. Meade as it stood at the final ratification of the treaty, and not as his claims stood at its date.

2d. That the appropriation of this debt, so known and admitted, was the taking of private property which the claimant had as property at the final ratification of the treaty; and such taking was with the implied, if not with an express contract to make just compensation therefor.

3d. That under the law creating the Court of Claims, and the special resolution in this case, that Court has jurisdiction in the premises.

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Points and Authorities.

First. The United States had no power to release Spain from the debts or obligations of that country, due to the petitioner in this case, without his assent, except upon the condition of making to him just compensation for such dues and obligations.

Vattel, Book 1, ch. 20, § 244; Bowyer on Pub. Law, 228, note 1.

5th article of amend. Const.; and see J. Q. Adams' letter, IV State Papers, For. Relations, p. 704.

The *right* of one nation to demand of another satisfaction for damages and injuries done to the citizens of the country making the demand is clear. Vattel, B. ii, ch. 6, § 71; Ib., ch. 8, § 342; and the authorities are copiously collected in 1 Wild. Int. Nat. Law, 193, and Phill're Int. Nat. Law, chs. 2 and 3, pp. 4 and 5; see also Message Prest. Munroe, 9th May, 1820.

The obligation or duty of the nation on whom the demand is made, is perfect, because the right and power to enforce it exists in the other. Vattel, Introduc. lvii, § 16, 17.

The obligation to make the demand is imperfect, although protection and allegiance ought to be reciprocal, because that depends on questions of internal policy to be decided by each nation for itself. See authorities above.

The right and duty of the nation making the demand, if it shall interpose, is to seek full reparation. Vattel, B. ii, ch. 6, § 71, and authorities above; and also the letter of Mr. Fitzherbert to the Spanish minister, and his reply. New Ann. Register, 1790, pp. 76, 77, &c.

The United States having received Mr. Meade's authority to demand redress from Spain, were bound to obtain for him full satisfaction of his claims, or themselves to indemnify him. De Bode *vs.* Regina, 3 Clark & F., 449; see also op. Mr. Clay, cited 2 Nott & Hun'ton, Ct. Claims, 228.

But the United States acted therein under a delegated authority.

The extent of that authority is shown by the terms of the treaty. They were authorized to release Mr. Meade's claims, which had been presented within the requirments of the treaty, if that treaty should be carried into effect according to its limitations.

It was not an absolute surrender by Mr. Meade of his claims on Spain, to be settled by some future negotiations, nor was Mr. Meade, by the terms of his authority to them, bound forever from prosecuting them against Spain, in case that treaty should fail.

He authorized them to compromise and adjust them according to the terms of that treaty, and it was therefore a limited authority—limited in point of time; limited to his agreeing to take his portion of the $5,000,000 to be disbursed by the United States; limited to the distribution of that fund among the claimants coming within the terms of the treaty, and that portion to be ascertained by a commission to be thereafter appointed by the United States to adjudicate the "amount and validity" of those claims, as of the 22d February, 1819.

II. The United States, through their duly accredited minister, having notified Spain that after the 22d day of August, 1819, as the ratifications of the convention of the 22d February, 1819, will not have been exchanged, "all the claims and pretentions of the United States * * will stand in the same situation as if that convention had never been made," whatever power and authority had theretofore been given by Mr. Meade to the United States, by filing his claims under the provisions of that convention, became revocable by him.

If the foregoing proposition be law, this follows as a necessary corollary. If, so far as Mr. Meade was concerned, the United States were acting under his delegated authority to adjust his claims through the instrumentality of that convention, when the time limited by the convention for its ratification expired under a notice from the United States to Spain, that all the claims and pretensions of the United States would stand in the same situation as if that convention had never been made, the citizens, whose claims were thus referred to, were relegated, if they pleased, to all remedies which they had against Spain prior to their filing the list of their claims.

This does not involve the question of the power of the Government to release Spain without the consent of the citizen, but rests solely on the principles of law so clearly stated by Mr. Adams and supported by authorities.

The Government claimed, and now still claims to have acted by Mr. Meade's authority.

III. The act of Mr. Meade in submitting his claims to the tribunal created by Spain on the petition of Mr. Meade and at the instance of the United States, a submission made after the expiration of the time limited in the convention for the ratification thereof, and when there was no negotiation between Spain and the United States for the resumption of that convention, and in the language of Mr. Adams "there was no probability that the treaty would be ratified by Spain," was a full and complete revocation of the authority he had theretofore given to the United States.

If it shall be said that the power given by Mr. Meade was irrevocable because it was coupled with an interest in the United States, the answer is, that interest had ceased. They might or not resume the negotiation; or they might at some future day open new negotiations. Still the whole matter was then at an end. If they should subsequently resume negotiations, and that treaty should be finally ratified, it would relate back as between the two nations to its date; and all matters arising subsequently to that time would necessarily be excluded from its operation without some new article to cover them. And so as to rights and claims of the citizens of the United States on Spain, statements of which had been filed under the 5th renunciation, art. 9, they would, if unchanged, remain as they were at the date of the treaty; but that the terms of the treaty could be enforced on claims arising subsequent to its date, or on claims which at its date were uncertain in amount and value, and wholly unliquidated, and statements of which had been so filed, but which afterwards, and when there was neither treaty, nor negotiation for treaty, "nor probability that it would be ratified," had ripened into liquidated and adjudicated amounts, by a process instituted at the instance of the United States, cannot, it is thought, be successfully maintained on any principle of legal or equitable jurisprudence.

Let me recapitulate:

By the 5th renunciation in the 9th Art.: "the renunciation of the United States extended to all claims of citizens of the United States upon the Spanish government, *statements of which, soliciting the interposition of the government of the United States, have been presented to the Department of State, or to the minister of the United States in Spain, since the date of the convention of* 1802, *and until the signature of this treaty.*"

Mr. Meade's claims were strictly within the provisions of that section.

By the 16th article of the treaty it is provided: "That the present treaty shall be ratified in due form, by the contracting parties, and the ratifications shall be exchanged within six months from this time, or sooner, if possible."

It was signed on the 22d February, 1819.

By the 11th article it is provided: "The United States exonerating Spain from all demands in future, on account of the claims of their citizens to which the renunciations herein contained extend, and considering them entirely canceled, undertake to make satisfaction for the same, to an amount not exceeding $5,000,000. To ascertain the *full amount and validity of these claims*, a commission * * shall be appointed by the President * * * and within the space of three years from the time of their first meeting, *shall receive*, examine, and *decide upon the amount and validity* of all claims included within the descriptions above mentioned. * * * And the Spanish government shall furnish all such documents and elucidations as may be in their possession for the adjustment of said claims according to the principles of justice, the laws of nations, and the stipulations of the treaty between the two parties of 27th October, 1795; the said documents to be specified when demanded, at the instance of the said commissioners."

On the 21st August, 1819, the day before the time limited for the ratification of the treaty, the minister of the United States in Spain gave to that government the formal notice hereinbefore referred to, that unless the treaty should be ratified the next day, the United States "will stand in the same condition as if that convention had never been made."

Spain accepted the notice, and failed or refused to ratify it.

It follows that it was no longer binding on the citizens of the United States whose rights were involved in it; and they, thereby, were also remitted to their rights.

Mr. Meade accepted this condition of things. At that time there existed in Spain a tribunal appointed by the Spanish government "at the solicitation and with the approval of the United States, expressed before the signing of the treaty," and actually organized before the signature of the treaty was known in Spain, "and invested with judicial powers under the laws of Spain, and which had been appointed to hear and determine his claims on the government of Spain." To that tribunal, under these circumstances, Mr. Meade submitted his claims, and by that tribunal the amount was adjudicated on the 19th day of May, 1820, with interest, which is now claimed.

Mr. Adams says: "If anything in human intention can be made clear by human language, it is that the claims, provided for by the above stipulation, were in the condition as they had been exhibited at the time of the treaty; that the authority and the trust of examining, ascertaining, and deciding their amount and validity, was solely and exclusively committed to the commissioners." He affirms (p. 66) that Mr. Meade's claim, if comprised at all within the provisions of the treaty, was as an unsettled claim. He admits that the decision of the Spanish tribunal was given at the earnest instance of the minister of the United States in Spain * * and when there was no probability that the United States would be charged with the payment of the debt, their government and their minister did earnestly press the Spanish government to do justice at least to Mr. Meade; that the adjustment of the claim could in nowise charge the United States; it was an obligation contracted after the treaty and excluded by its express terms.

Again, not quoting his words but the substance, that the nature of those claims was such that the United States could not discharge Spain without the consent of Mr. Meade; that if the treaty had been ratified within the six months Mr. Meade's claims would have remained in the same state in which they had been at the date of the treaty, unsettled and unliquidated. But the treaty remaining unratified, and there being no probability that it would be ratified, the minister of the United States, at Madrid, at the earnest request, and repeated solicitations of Mr. Meade, certainly did urge the Spanish government to adjust, liquidate, and satisfy his claims; they were such that if the Spanish government had denied the right of the United States to interfere, they must have admitted they had no such right. But no such ground was taken—they did not object to the interposition.

I therefore respectfully submit that whatever power Mr. Meade had given to the United States to compromise his claims on Spain, was fully and effectually revoked.

This conclusion is supported to the fullest extent by the letter of Mr. Salmon, the Spanish minister, to Mr. Adams, dated 15th April, 1823, and to which the letter of Mr. Adams, of the 29th April, already referred to, is a reply.

Mr. Salmon insists that Mr. Meade's claim was liquidated at the pressing instance of the minister of the United States; that the amount admitted was understood by both governments; that it was insisted on by the United States before and after the date of the treaty; that the Spanish nation was certainly responsible for the whole amount of the debt; that the government of the United States by the final ratification of the treaty, took upon itself this debt with full knowledge of its amount, which had been communicated to the United States long before the conclusion of the treaty; that but for the treaty, Mr. Meade would long since have received from the Spanish nation the full amount of his debt, &c.

It is further confirmed by the facts reported at the close of the 4th finding by the Court of Claims, that immediately after the rendition of said award or decree, the government of Spain and Mr. Meade, each duly notified the government of the United States thereof, which government raised no objection thereto, but, on the contrary, through its Secretaay of State, *expresses its approval* to both the government of Spain and the said Meade."

IV. This claim being thus formally established at the pressing instance of one government, adjudicated by the tribunals of the other, and admitted under the most solemn act as a debt due by Spain to Mr. Meade, in the sum of $373,879.88, with interest from the 19th day of May, 1820, the United States government "against the will and consent of said Meade, did take and appropriate such indebtedness of the Spanish government, and did relinquish the same to Spain, and discharge and release Spain from the payment thereof."—6th finding of facts.

It follows, both on grounds of public law, and by the provisions of the Constitution, that the United States are bound to make him just compensation therefor, unless they are excused by some act of Mr. Meade himself.

They rest, first, on his assent, and giving authority to them to compromise his claims, and agreeing to submit their amount and validity to the award of the commissioners provided for in the treaty.

Second, on the fact that he did submit his claims to the adjudication of those commissioners, and they were rejected for want of proof.

As to the first, I have endeavored to show from the facts found by the Court of Claims, illustrated by the correspondence between the authorized agents of the two contracting powers, that after the treaty was at an end, under the express notice from the minister of the United States to the minister of Spain, when there was neither convention, nor negotiation for a convention, and there was no probability that the treaty would be ratified, Mr. Meade, with the knowledge and approval of the United States, with their active assistance and sustained by their pressing instance, revoked whatever authority he had theretofore given to the United States, in the premises, and prosecuted his claim to a successful issue, which, being communicated to the United States by Spain and by Mr. Meade, was approved by the former.

I now desire to call the attention of the Court to other, and further, and, in my judgment, most irrefragible proofs, that it was then clearly understood by and between both nations and Mr. Meade that his case was excluded from that term of the treaty which required the amount and validity of his claims to be adjudicated by the United States commissioners—1st, by the 11th article of the treaty it is stipulated "that to ascertain the full amount and validity of those claims, a commission" shall be appointed "who shall receive, examine, and decide upon the amount and validity of all the claims," "and the Spanish government shall furnish all such documents and elucidations as may be in their possession for the adjustment of said claims, * * * the said documents to be specified, when demanded, at the instance of the commissioners."

It is not very material whether this relates in the expression "may be in their possession" to the date of the treaty, or to the time of the demand.

At the date of the treaty, the amount and validity of Mr. Meade's claims were unknown. He held his own documents and elucidations to support his claims. The Spanish government held such as were to meet and invalidate or reduce his claims. When Mr. Meade, with the approval of the United States, presented his claims to the Spanish tribunal, he, as set forth in the 4th finding, was required to, and did, in compliance with such requirement, actually surrender to the government of Spain all his original documents, vouchers, and evidences of indebtedness establishing his claims, and the same were duly received by the Spanish government, and were by it expressly "cancelled," and were carried in the financial department of that government, as forever discharged and merged."

This must be assumed, from all the facts already stated, (and on the statement of Mr. Adams, already quoted, that the minister of the United States did urge the Spanish government to adjust, liquidate, and satisfy his claims,) to have been with the knowledge and privity of the United States. Such must necessarily have been the result of any liquidation and satisfaction. Spain would not have satisfied the debt without taking up the evidences and vouchers for it.

The admission that they urged the settlement and satisfaction, and the evidence that they were informed of and approved the result, are plenary proof that they understood this effect at least, and assented to it.

It follows, therefore, that Mr. Meade having by the aid of his former agents, with their full knowledge and subsequent approval, procured an adjustment, liquidation, and satisfaction of his claims in a mode which required the surrender of, and that he in fact did surrender all the documents and elucidations of his claims, he revoked the agency he had theretofore created for the same purpose, and any and all power to compromise his claims.

II. But this is not all. One of the most extraordinary facts found by the Court of Claims in this connection remains to be considered. It is set out in the 5th finding, on pages 2 and 3.

By the facts thus found four things are established:

1. Spain "refused to annul certain grants unless the United States would agree to pay and discharge in full the indebtedness of Spain to the said Meade upon the award of the royal junta."

2d. Thereupon, the United States, by their minister at the court of Madrid, gave to Spain "a clear and distinct assurance that the debt due to Richard W. Meade would certainly be paid to him by the United States, if the treaty were ratified by the Spanish government, and the cessions [to the Duke of Alagon, and the Count Puñon Rostro, and Mr. Vargas] totally annulled."

3. "On the faith of these assurances the Spanish government annulled such three private cessions, and duly ratified the said treaty."

4. The United States, with full notice and knowledge of all these facts and circumstances set forth in this finding, did, on the 19th February, 1821, accept and assent to the treaty, as ratified by Spain, and became seised and possessed of the Floridas thereby.

Finally: appended to the treaty, to avoid "any doubt or ambiguity concerning the meaning of the 8th article," the King of Spain, by the most formal declaration, did abrogate and annul those grants.

It would seem impossible for human ingenuity to contrive a train of facts more clearly evidencing the power of Mr. Meade to revoke, and his actual revocation of any authority given by him to the United States to compromise his claims.

But the argument does not stop here. Mr. Adams, in the letter already referred to, endeavors to demonstrate that Mr. Meade's claims were not in their nature the subject of treaty stipulations *without the consent of the claimant;* that contracts and liquidated debts are not the subject of *negotiation*, but of *performance.* But *unsettled* demands are the subject of negotiation, and its essential character is compromise, for such alone provision was made in the treaty." *As an acknowledged claim, the amount and validity of which was known and admitted, and about which the United States and Spain had no right to negotiate between themselves a compromise not sanctioned by him, it certainly was not, and was not intended, to be included in the treaty,*" and he argues that it is clear that this is not the debt which in February, 1819, the United States had agreed to assume, but was a new obligation of Spain, for which no provision had been made by the treaty.

Concede all this to be so, still the conclusion, from the facts found by the Court of Claims, is irresistible that this is a new obligation of Spain, for which no provision was made in the treaty, but was employed by the United States and received by Spain as the consideration for the abrogation of those three grants, it does not the less show that the original grant of authority to the United States to compromise the claims was thereby revoked.

And it equally follows that it took away from the commissioners under the treaty all power and jurisdiction to adjudicate and award the amount and validity of the claims as they stood on the 22d February, 1819.

As to the second objection, (and this is the one on which the judgment of the Court of Claims was founded,) the finding of the Court of Claims, in the 7th finding, is, that Mr. Meade, after the final ratification of the treaty in February, 1821, demanded payment from the United States; was refused; and was *required* by them to present his claims to the commissioners.

This Court says, in 6 Peters, 129, (Arredondo's case,) "It is a universal principle that where power or jurisdiction is delegated to a public officer or tribunal over a subject-matter, and its exercise is confided to his or their *discretion*, the acts so done are binding and valid as to the subject-matter, and individual rights will not be disturbed collaterally for anything done in the exercise of that *discretion within the authority and power conferred.* The only questions which can arise between an individual claiming a right under the acts done and the public, or any person denying its validity, are *power in the officer* and fraud in the party, " * * unless an appeal is provided for; or *other revision, by some appellate or supervisory tribunal, is prescribed by law.*"

The jurisdiction relied on in this case is a special and limited jurisdiction. A tribunal created for a definite and specified purpose, "to receive, examine, and decide upon the amount and validity of all claims within the description above mentioned," viz: "all claims of citizens of the United States upon the Spanish government, statements of which, soliciting the interposition of the government of the United States, have been presented to the Department of State or to the minister of the United States in Spain, since the date of the convention of 1802, and until the signature of this treaty." It is in the nature of an estoppel. Nothing is to be inferred in its favor. The record must show a case within the precise terms of this special jurisdiction, or it cannot operate as a bar.

At present I am dealing with the question of jurisdiction alone. The finding of the Court does not contain the petition presented by Mr. Meade to the commissioners, but its contents can and must be inferred from the facts found. "He was *required* to present *his demand* to the commissioners. And the commissioners, *upon such award or decree of the royal junta being presented to them*, did refuse to allow the same; and, on the contrary, did determine and decide that the only claims against Spain which they had authority to investigate and allow were claims existing prior to the date of the treaty of 22d February, 1819, and that inasmuch as the award or decree of the royal junta was subsequent to the date of the treaty they had no authority to investigate or allow it; and the commissioners accordingly did, on the 20th May, 1824, reject and dismiss the same."

This Court in 6 Pet., 709, says: "The power to hear and determine a cause is jurisdiction; it is 'coram judice' whenever a case is presented which brings the power into action."

Here is a case where either on the face of the petition or the production of the proof, the commissioners decided that they had no authority to investigate or allow it. They do not decide that the petitioner has no case against Spain, or upon the fund they are to distribute under the treaty, but they have no power or authority to investigate or allow *that* claim; that is, they had no jurisdiction over the subject-matter. And they were right. Mr. Meade had no other demand. Those which he had at the signature of the treaty, diverse in their character, uncertain in amount, unsettled as to their validity, had been merged in the final judgment of a court of competent jurisdiction.

The fact that Mr. Meade followed up his petition, and got from the commissioners an order or call on Spain, under the treaty, to produce the vouchers he had surrendered and which were canceled, cannot be availed of to support their jurisdiction. No consent of Mr. Meade could give it. The agreement of both parties could not.

The answer of Spain to that demand, as set out in the 8th finding, was conclusive "that the award of the royal junta was a judicial decree, and final and conclusive on the parties by the laws and customs of Spain, and that the vouchers were merged therein, and had been given up to be duly filed and credited in the department of finance."

This Court says, 6 Pet., 748: "This is a matter which we feel bound to consider a judicial one, and that we cannot look behind the final sentence of an authorized tribunal, to examine into evidence of fraud on which it was founded, but must take it as *res adjudicata* by a foreign tribunal, judicially known, and to be respected as such."

The decision of this foreign tribunal was conclusive as to the amount and validity of Mr. Meade's claims, and there was nothing left for the jurisdiction of those commissioners.

It follows, that admitting the conclusiveness of the decision and award of that board of commissioners in cases within its jurisdiction, it could have no effect on Mr. Meade's claims on Spain.

V. But conceding, for the sake of the argument, that the case was within, and was in fact submitted to, the jurisdiction of the commissioners under the treaty, and that by their adjudication Mr. Meade was debarred from participating in the fund provided in that treaty for the satisfaction of the claims on Spain released by that treaty, it is no bar to the relief now sought in this proceeding.

The history of the case as it appears in history of the several sessions of Congress since its rejection by that commission, establishes that it has been steadily kept before the notice of the legislative branch of the Government, until it was by the order of Congress referred to the Court of Claims; and this also sufficiently appears by the opinion of that Court in 2 Nott & Huntington, 268.

It will there further be seen that after it had been reported on by that Court, to Congress, adversely, on the 17th October, 1859, and was awaiting the further consideration of that body, it was referred by the Senate a second time to that Court; and afterwards, and after the act of 1863, amending the law creating that Court, Congress passed the joint resolution which will be fonnd on p. 269 of that volume.

I have already quoted the rule laid down by this Court in 6 Pet., 729, that the decision of those commissioners is final, unless an appeal is provided for, or *other revision, by some appellate or supervisory court, is prescribed by law.*

The 9th section of the act 3d March, 1863, referred to in the resolution, is as follows: [See 12 Stat., 767.]

It does not appear that there was then pending in the Court of Claims any claim, except this one, against the United States arising out of a treaty with any foreign nation.

These facts, then, appear sufficiently plain that the report of the Court of Claims dismissing this case, made to Congress in 1859, did not receive the approval of that body; and second, it was by joint resolution sent back to the Court of Claims as a claim arising under this treaty.

It is true that Congress did not express any opinion of the merits of the case, but inasmuch as that report rested solely on the ground of a prior adjudication having been made by the commissioners, the joint resolution disaffirms that report, and the only logical conclusion is, that they reverse the report or judgment of the Court of Claims, and send the case back to be tried on its merits.

If Mr. Meade had a claim on the United States arising out of that treaty, and by the terms of that treaty its amount and validity were to be determined by those commissioners, and the commissioners adjudicated against it, and that adjudication was conclusive, there was nothing to be sent back to the Court of Claims, unless Congress meant and intended thereby to "prescribe by law" for a "revision" of the judgment of those commissioners.

Now the fact that the commissioners had so decided was the foundation of all the applications to Congress, had been the subject matter of every report in either house, and by the adjudication of the Court of Claims was thus distinctly brought to the notice of Congress. Their action, therefore, shows one of two things, either that they did not understand that this claim was within the jurisdiction of those commissioners, or they intended by this law to provide for a revision of the decision of those commissioners.

This is the dilemma. I have considered the first arm of it, and hold, in addition to what I have said, that this resolution is the legislative exposition of those views.

As to the other arm, viewing it as providing an appeal, at a time, and under circumstances in which it can be brought to this Court—the final arbiter, from whose decision there is no appeal, and which alone can put to rest a controversy that covers half a century, and in which the honor and fair dealing of the nation are so deeply involved, it is conclusive of the matter. For the Court of Claims, after the most laborious and patient investigation of the merits of the case, themselves reached the same conclusion that has been arrived at by every committee of either house of Congress, by which they have been examined, and all agree that this was, in 1821, a fair and just claim on the United States, by whom it had been used as part of the consideration paid to Spain for the cession of Florida.

In this view of the case, if the decision of the commissioners ever was a bar, which I have endeavored to show it never was, Congress has, by this legislation, provided this mode for its revision.

VI. Finally, in the 6th finding of facts, the Court of Claims, (p. 3,) finds that "the United States, on the contrary, against the will and consent of said Meade, did take and appropriate such indebtedness of the Spanish government, and did *relinquish* the same to Spain, and *discharge* and *release Spain* from the payment thereof; and such claim, demand, and award, belonging to the said Meade, so taken and appropriated, constituted, and was in fact part of the consideration paid by the United States to Spain for the cession of the Floridas, and the *sole consideration* for the annulment of the three private grants to the Duke of Alagon, the Count Pañon Rostro, and Mr. Vargas, which were not annulled by or included in the terms of the treaty, as set forth in the preceding findings of fact. And the award or indebtedness so taken and appropriated by the defendants, was of the value of $373,879.88, and the defendants never paid the same nor any part thereof."

From this finding, taken in connection with those already commented on, I deduce two propositions:

First. If any doubt still remained as to whether the commissioners under the treaty had any jurisdiction over this claim, it is removed by this finding, which distinctly shows the assumption of this debt by the United States for, and upon a consideration arising subsequent to the date of the treaty, and therefore they are bound to pay it.

Second. That the United States having discharged and released Spain from the payment thereof, and having appropriated the *chose in action*, to wit, the debt due by Spain, and having applied the same to the public use, they are bound to make to him just compensation therefor, and just compensation is payment of the full amount of the award, with interest from the 19th May, 1820.

As to the first: we have seen that at the signature of the treaty, Mr. Meade's claims on Spain were wholly unsettled as to their validity and amount; that a tribunal had been created in Spain, with judicial powers to hear and determine his claims; that this was done at the solicitation and with the approval of the government of the United States; that this tribunal did not assemble until after the King of Spain, under a notice from the United States that "as the ratification of the 22d February, (1819,) will not have been exchanged, all the claims and pretensions of the United States * * will stand in the same situation as if that convention had never been made," had refused, or failed to ratify the treaty; that thereupon the said judicial tribunal met and called Mr. Meade before it, and proceeded to hear and determine his said claims; that they required him to produce and surrender all his vouchers, which was done, and they were "cancelled, and the award, now claimed by him, was, after such hearing made by the said tribunal, formally approved by the King of Spain, at a time when there was no treaty, and there was no probability that the treaty would be ratified; that these facts were made known to the United States, both by Mr. Mead and the government of Spain, to each of whom the Secretary of State replied, expressing his satisfaction thereat.

It further appears that afterwards, and after negotiations were renewed between the United States and Spain for the ratification of that treaty, the United States insisted, as a *sine qua non*, that certain grants of land in Florida, which had been made by Spain, should be annulled; while Spain claimed that the award so made in favor of Mr. Meade, should be assumed and paid by the United States, "and thereupon the United States, by their minister at the court of Madrid, gave to Spain " a clear and distinct assurance that the debt due to Richard W. Meade, would certainly be paid to him by the United States, if the treaty were ratified by the Spanish government, and the cessions totally annulled;" that the treaty was ratified, and the grants annulled, and Mr. Meade "demanded payment from the United States, but was not paid, and was required to present his demand to the commissioners, appointed under and by virtue of the terms of the treaty of 22d of February, 1819;" that Mr. Meade then had but that one demand which had been adjudicated to him by the said judicial tribunal in Spain.

In my judgment the statement of the case is conclusive to show that those commissioners had no jurisdiction of it, and that the United States, for a full consideration, had assumed, and are bound in law and morality to pay it.

This is equally true whether it be considered as a novation in which Spain, the debtor, for the purpose of being discharged from Meade, the original creditor, contracted an obligation to convey, and did convey, the Floridas to the United States, and did annul the cessions, "in consideration that the United States would pay this debt," or as an original undertaking by the United States to pay for the Floridas and the revocation of those cessions by taking this particular case out of that part of the treaty which provided a particular mode for its liquidation and a special fund for its payment, and by admitting and promising to pay the debt as liquidated by the Spanish tribunal. In either case, if they claimed to act therein by the authority of Mr. Meade, there was such a privity between him and them as to make them liable to him on their promise to Spain.

As to the second proposition, we have seen that the debt due by Spain to Mr. Meade was a liquidated debt evidenced by the proof of the highest degree of solemnity. It was, therefore, a *chose in action* above inquiry, fixed by the judgment of a judicial tribunal having full jurisdiction to act in the premises. As such it was property in the fullest sense of that term. True it was property which the owner could not enforce against the debtor. But his assignee was a sovereign competent to demand and able to enforce the demand of payment. It was assignable, and the assignment of it to the nation carried with it all the rights of the assignor. It was superior to a bill of exchange accepted, or to an account admitted and settled *inter partes.* If, therefore, the United States had taken an assignment of it, it would have constituted a debt due to them by Spain not to be denied nor to be impeached except for fraud. This debt, by the terms of their contract with Spain, they had stipulated to pay *in solido*, and to enable them to do so they relinquished and released Spain from the payment of it, and, according to the 6th finding, they took and appropriated it to pay Spain for the annulment of the three private grants, &c.

They thus appropriated this private property in 1821 to the public use. The debt bore interest from its date, as a judgment, and interest had accumulated on the 19th February, 1821, amounting to $16,824.58, and this fairly constituted part of the demand thus "appropriated," making in the whole $390,704.46, for which he should be allowed with interest from that time. It may be said the Court of Claims do not find that by its terms the liquidation bore interest, nor what the rate of interest was; but we are to look for what sum would make the claimant whole, and this Court on such an appeal is clothed with power to say what sum should have been appropriated by Congress to effect that end.

But there can be no doubt that the Government, if bound at all, is bound to allow interest from the time, to wit, the 19th February, 1821, when it took and appropriated this debt. As a general rule, it is undoubtedly true that the United States are not to be charged with interest. Whatever may be the justice or morality of such a rule, it seems to be established, unless interest forms part of the contract, express or implied. Here there can be no rational doubt that the Government received at that date the full consideration for this demand—it was paid at that time by Spain. It was paid; that is, they purchased property with Mr. Meade's money, which in material wealth has already repaid them more than ten-fold for what it cost, while in a political point of view it has yielded to them more than a hundred-fold all that they paid, and its value in that respect is but in its infancy, and is to be increased by every year's growth. It was the same as if they had taken and appropriated Mr. Meade's money. In such a transaction, by the clearest and incontestible implication, the duty arises to pay interest from the day it was so taken, and the obligation is equally as strong as if it had in so many words formed part of the transaction.

In conclusion, I beg leave to say a word as to the case of De Bode vs. Regina, on which the Court of Claims lays so much stress.

With great respect, I differ *toto cœlo* from that Court in the application of that case to this. The whole of De Bode's case was clearly within the precise terms of the treaty between France and Great Britain; within the very words and meaning of the act of Parliament passed to carry that treaty into effect; within the express and plain jurisdiction of the commissioners appointed under that treaty; and his petition and the whole record of his case before the commissioners shows that it was submitted to them with full knowledge of all the facts. The commissioners heard it again and again, and decided erroneously. De Bode resorted to various judicial remedies for relief, and failed in all. The last was the petition of right, and in that he failed because his case had been decided by a judicial tribunal fully empowered to decide it.

If the case before the Court was in all respects like that, except as to the "petition of right," which it is not, that case would not be authority for this. There is no analogy between a petition of right and a reference by Congress by joint resolution to the Court of Claims. Originally the Court was established as auxiliary to legislation, and to provide some mode of sifting and inquiring into claims on Congress for relief. The findings had only the effect of reports from committees, not being judgments finally settling anything. But with experience came the necessity of giving finality to their judgments.

Accordingly we find them by the act of March 1863. moulding this offshoot of Congress into the proportions of a judicial tribunal, and at last giving an appeal to this Court. The organic law of the Court determines at once the wide difference between the petition of Right, and the petition to the Court of Claims. As to the former, see 3 Bla. Com., 256. It is for *possession* or *restitution* of real or personal property.

In the latter the petitioner sues the Uuited States at once in the proper court, and all the proceedings thenceforward are as though they were between individuals. The same rules of evidence, the same principles of law, the same methods to ascertain the facts are employed as though the parties were, as they ought to be, equal in the eye of the law. In the particular case the Congress having before them all the facts of the case, and the opinion of the Court of Claims, that the decision of the commissioners estopped that Court from further inquiry, by joint resolution sent the case back to be heard, *non obstante* the decision already made, and therefore to hear it on its merits. These two things clearly distinguish this case from that of De Bode vs. Regina, and leave this Court free to examine and adjudicate it without the pressure of that case as any authority beyond the principles already adjudicated in this tribunal, that the decision of a tribunal of competent jurisdiction is conclusive, unless an appeal is allowed or some mode for its revision is appointed by law.

In conclusion, I beg leave to say, if there is any ground for the pretence now set up that this case was within the jurisdiction of the commissioners under the treaty, it should have been taken when Mr. Meade was, with the assistance of the United States, prosecuting his claim before the Spanish tribunal, or when informed of the adjudication by that tribunal; but especially it was demanded by every principle of fair, high, honorable, national dealing, when Mr. Forsyth was applied to. It is now too late. If it were a case between individuals no court of justice would listen to it for a moment; honest men would scout it, and honorable men revolt from it.

JOS. H. BRADLEY,
Solicitor for Petitioner.

12 Stat at Large 767 Sec 9

14 Stat at Large 611

Resolution Feb 11

1856 -

Gratton Book 2

Mass Sec 7 - 333

Book Sec 27 697

Ruff Book 8 Chap

8 Sec 3 -

In the Supreme Court of the United States.

DECEMBER TERM, 1869.

RICHARD W. MEADE,
ADMINISTRATOR,
vs.
THE UNITED STATES.
No. 79.

Brief for the defendants.

STATEMENT OF THE CASE.

In the treaty of February 22, 1819, between the United States and Spain, these two governments, by the ninth article, reciprocally renounced "all claims for damages or injuries which they themselves, as well as their respective citizens and subjects, may have suffered until the time of signing this treaty." In the same article it was further specified (Specification 5) that this renunciation extended "to all claims of citizens of the United States upon the Spanish government, statements of which, soliciting the interposition of the government of the United States, have been presented to the Department of State, or to the minister of the United States in Spain, since the date of the convention of 1802, and until the signature of this treaty."

Article 11, of the same treaty, opened as follows:

"The United States, exonerating Spain from all demands in future on account of the claims of their citizens to which the renunciations herein contained extend, and considering them entirely canceled, undertake to make satisfaction for the same *to an amount not exceeding five millions of dollars.*"

Next, in the same article, it is agreed that there shall be a commission "to ascertain the full amount and validity of those claims," such commission to "hear, examine, and decide" upon the same within three years from the time of their first meeting.

The same article contained also this further provision:

"And the Spanish government shall furnish all such documents and elucidations as may be in their possession, for the adjustment of the said claims; * * * the said documents to be specified, when demanded, at the instance of said commissioners." (Statutes at Large, vol. 8, pp. 258, 260.)

The appointment of this commission having been authorized by act of March 3, 1821, section 4, (vol. 3, p. 639,) the commissioners were duly appointed; and the board exercised its office for the period allowed by the treaty.

To this commission, during its term of office, the late Richard W. Meade, now deceased, presented a large claim against the government of Spain, which claim, as presented, was found by the commission to be within their jurisdiction, and proper for their examination; and thereafter, upon the day preceding the expiration of the term of the commission, as prescribed by treaty, the commission rejected this claim as unsupported by evidence.

Orde
see 7th
finding

It is the amount of this same claim which the appellant, son and representative of the deceased, now demands should be recovered from the United States by a judgment of the Court of Claims.

ARGUMENT.

Out of these facts, and certain others not now important to be stated, the opening counsel for the claimant has, in the court below and in argument here, evolved certain propositions which he deems sufficient to support his case.

First. Neither one nor all of these propositions, if admitted (as all of them are not) to be true, establish the existence of an act of Congress, a regulation of an executive department of the United States, or a contract of the United States, express or implied, calling for the payment, by the United States, of the sum here claimed. Yet one of these three things must be shown in order to the recovery of a judgment against the government before the Court of Claims. (Act of February 24, 1855, sec. 1, Statutes at Large, vol. X, 612.)

I. The treaty contains no such contract; its positive provisions exclude such. For, in the first place, the undertaking of the United States to make satisfaction for claims extended only "to an amount not exceeding five millions of dollars;" and claims to that amount have been fully paid.

II. The same article which bound the United States to payment also provided for the ascertainment of what should be paid. Those claims were to be paid which the stipulated commission should, within the stipulated term, determine to be valid. Those, and no others; for the treaty was the ultimate source, the first foundation, of the authority of the commission, which was not the creature of mere statute, as the counsel on the other side intimates. Its term of office was not, as he says, a statute term; it was a treaty term. Not its term only, but also its determinations, derived their authority from the treaty.

This ends the whole case, so far as obligations to pay are imposed by the treaty, and so far as the argument of the opening counsel for the claimant affects the case.

III. Nor can a judgment of the Court of Claims find lawful basis in the facts stated, as found by that court in the fifth finding, to wit:

1. An assurance by the minister of the United States at Madrid that the debt due to Richard W. Meade would certainly be paid to him by the United States, if the

treaty were ratified, and certain cessions made by Spain, prejudicial to the United States, annulled.

2. A ratification of the treaty, and an annulment of those cessions by Spain, on the strength of that assurance.

3. A notification, by Mr. Meade, of the above assurance, ratification, and annulment, to the President of the United States.

4. A communication of the same, by the President of the United States, to the Senate, pending the ratification of the treaty.

5. The ratification of the treaty, and thereby the acquisition of Florida to the United States, subsequent to that communication.

IV. But the basis of this finding lies among public national acts—treaties between sovereigns—the construction of which is conclusion of law, and not finding of fact, as in transactions personal, and pertinent to the capacity of private parties.

V. Nor does a taking of private property for public use raise an implied contract for compensation which can be enforced in the Court of Claims.

The constitutional obligation to compensate for such property, until expressly delegated, rests upon the sovereign, upon Congress, and is not, without express authority, to be assumed by any subordinate branch of the government.

Second. In the ingenious closing argument before the court below for the claimant, the validity of the claim is urged on other ground. The second proposition, which is necessary to complete his statement, is, "that the United States neglected to demand in season the evidence from Spain, and neglected to insist on it, when, after long delay, a demand was made."

The tenor of this proposition is made more plain by considering what he says in introducing or supporting it. He cites the following from Lord Chancellor Truro:

" But if, from *weakness*, *timidity*, or any other cause on the part of his own government, no redress is obtained from the foreign one, then he (the citizen) has a claim against his own country."

Further on he maintains, as sound law and applicable to this case, that "in respect to any claim which the United States undertakes to conduct, they stand in the relation of attorney to the client in the prosecution of that claim, and are responsible for laches under precisely all the stringent rules of common law applicable to the personal relations of client and counsel."

To this last proposition it is proper in passing to reply that the responsibility of an attorney to his client is founded on the fact that the attorney "undertakes to conduct" the business of his client for pay and compensation, a method in which the United States never undertakes to conduct, with foreign governments, the claims of its citizens. The United States, then, never undertakes to conduct a case in the manner implied by this proposition, and it falls to the ground for want of facts to which it will apply.

This answers well as inducement to a broader proposition, which must be shown to be unsound in order to sustain the argument of the learned closing counsel. This proposition is, that the government is not responsible for the laches of its officers or agents. (Gibbons *vs.* the United States, decided during this term.)

E. R. HOAR,
Attorney General of
the United States.

Mr Hoar
Made 60 years ago
with Spain & engaged
in trade - contractor
[illegible] alleged he did not fulfill
his contract - Treaty
Feb 22 1819 signatures
of this Treaty
settlement of claims -
[illegible]
[illegible] proclamation
4 Am St Papers For Rel 704
(1821) - [illegible]
[illegible] ratifying Treaty
-726
of 8 Stat - 206
Date 24 Oct 1820 728.
Adams to Spanish minister
Senate Doc 2 Sess 18 Cong
vol 1 1824-5 p 218 -
1 Pet. 212-

IN THE SUPREME COURT OF THE UNITED STATES.

No. 79.

DECEMBER TERM, 1869.

RICHARD W. MEADE, ADMINISTRATOR,

vs.

THE UNITED STATES.

Public documents referred to in argument by the Honorable Attorney General.

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[American State Papers, Vol. IV; Foreign Relations, IV.]

[16th Congress, No. 322, 2d session.]

Spain.—Richard W. Meade.—Communicated to the Senate February 14, 1821.

WASHINGTON, *February* 13, 1821.

To the Senate of the United States:

I transmit herewith to the Senate a copy of a memorial received from Richard W. Meade, together with a report of the Secretary of State concerning it.

JAMES MONROE.

DEPARTMENT OF STATE, *February* 13, 1821.

The Secretary of State, to whom have been referred the letter and memorial to the President of R. W. Meade, has the honor of reporting his opinion:

That from the nature of the claim, now first announced by Mr. Meade in the letter, it will be proper that it should be communicated to the Senate when the ratification by Spain of the treaty signed on the 22d of February, 1819, shall be submitted to that body for their advice and consent to receive it in exchange for the ratification of the United States heretofore given.

With regard to the material facts alleged by Mr. Meade in support of his claim to a distinct and separate engagement, involved in the treaty on the part of the United States to pay the whole of his liquidated demand upon Spain, he has been misinformed. Neither his nor any other individual claim was ever mentioned between the negotiators of the treaty; no proposal was consequently ever made by Mr. Onis that it should be inserted by name. It was known that Mr. Meade had a large unliquidated claim on the Spanish government, and he had been informed, according to his request, that it would be considered by the government of the United States, in common with others, at the negotiation of the treaty; but of the amount or validity of the claim this government had no knowledge sufficient to warrant any special engagement to assume it, had such a proposal been made; and by Mr. Meade's own statement, it was not liquidated until nearly a year after the signature of the treaty, and then without the privity of this government, and not in the manner prescribed by the treaty for all claims provided for in it.

The argument of Mr. Meade's memorial, drawn from the law of nations, as, in his opinion, applicable to the case, and founded upon a statement of facts, the most essential of which are unfounded, may be left to the sound judgment of the Senate.

The distinction drawn in the memorial between the claims of a citizen of one country upon the government of another, arising from *contract* or from *wrong*, is undoubtedly so far just that the claimant by contract cannot resort to the interposition of his own government to obtain from the other satisfaction for his claim to the same extent as the claimant from wrong. The government of the claimant by contract can interpose in his behalf only by its good offices, and cannot, as the memorial states, press to the extent of reprisals for the satisfaction of the claim. It has no right to interpose at all, without the solicitation of the claimant himself, who, having stated his interest upon his own confidence in the government with which he contracts, may properly abide by the result of that conference without calling upon his country to make itself a party to his demand. But if he does appeal to his own government for that adventitious aid to which other contractors with the same party and on the same security can resort, he thereby voluntarily makes his claim a subject of negotiation, and of those compromises in which all national adjustments of individual claims must and do always consist. It is unnecessary to pursue this position into the detail of argument by which it is susceptible of illustration. No special provision for the individual claim of Mr. Meade, no express renunciation of it, was ever made or contemplated by the treaty; nor was any mention made of it by General Vives in delivering to me the ratification of his sovereign.

By the statement of the memorial itself, it was questionable to the Cortes, and to the Spanish minister of finance, whether it was included in the renunciations of the ninth article or not. If it was, Mr. Meade will be entitled to the indemnities stipulated by the treaty, and in the forms provided by the same instrument; if it was not, his resort is, as it originally was, exclusively to the Spanish government; and the Cortes, in recognizing his claim, have given directions for its payment.

JOHN QUINCY ADAMS.

To the PRESIDENT OF THE UNITED STATES.

Memorial.

WASHINGTON, *February* 8, 1821.

SIR: Since the recent intelligence from Spain has reduced it nearly to a certainty that the treaty concluded at Washington on the 22d of February, 1819, has been ratified by the government of Spain, and that it is speedily to be offered for the ratification of this government, it becomes highly expedient that all the collateral and implied, as well as the direct and explicit, obligations which such ratification may carry with it should be fully understood and distinctly recognized before any definitive and irrevocable determination be taken in the business. My most vital interests are so deeply involved in the interpretations with which the terms of the treaty may be understood and accepted, and may, moreover, enter so essentially into the motives which might dictate the ratification or rejection of it, in the whole or in part, that I owe it as a duty, equally to myself and to the government, to make a preliminary and frank declaration of the nature and extent of the indemnities which the ratification of the treaty may give me a right to claim from the United States. The validity of such a claim was, without doubt, prospectively contemplated and admitted by the functionaries directly concerned in the negotiation, if, as I have every reason to conclude was the fact, it formed the groundwork of any one of the treaty stipulations; nor do I apprehend that the tedious procrastinations and vexatious shifts which have since been interposed by the late administrators of public affairs in Spain have at all impaired the force of the original considerations and impressions by which our own government was actuated. But the more definite and authentic shape which subsequent events have given to my claim, and the further development of the views of the Spanish government respecting it, would alone have justified the propriety of this preliminary explanation, even if the full execution of the treaty did not mainly depend upon the collective wisdom and discretion of Congress, to whom the involved consequences of its stipulations are not supposed to be so distinctly enunciated as to the original negotiators. I shall submit it with the most entire deference and respect to your known judgment and discretion to devise the most proper and effectual mode, when the occasion shall arise, of communicating to the Senate an official notification of this claim, and also of recommending to Congress, among the measures necessary to carry the treaty into practical effect, a distinct provision for the complete and immediate satisfaction of the claim, so that its distinct recognition as one of the treaty stipulations may be concomitant with the treaty through its several stages of final ratification and complete execution. The advantages resulting from this mode of clearing away all ambiguities and obviating future misunderstandings are evident, besides saving me from expensive solicitations and ruinous delays.

In conformity to these views, I shall proceed, without further apology, to lay before you a summary exposition of my claim (as it has been fully recognized and admitted) upon the Spanish government, and of the process by which the government of the United States may become identified with that of Spain in the obligation to satisfy that claim immediately upon the exchange of ratifications.

As soon as I was released, through the humane and decided interposition of my country, from the prison to which I had been consigned by the unparalleled injustice and perfidy of some of the ministers and agents of the restored government, which superseded the illustrious Cortes, by whose wisdom and heroic constancy Spain had been saved from a foreign yoke, I lost no time in preferring the most urgent solicitations for the settlement of my claims, to an immense amount, upon the Spanish government. These claims were due on account of extensive supplies of provisions and advances of money, at a time when the nation was in the most trying and doubtful crisis of its fate; to the timely assistance of which supplies and advances, it has been distinctly and gratefully acknowledged by the great body of patriotic Spaniards, both in public and private life, that the nation was mainly indebted for the ultimate achievement of its independence. Notwithstanding the counteractions thrown in my way from the same corrupt sources of selfish intrigue by which my most iniquitous imprisonment had been planned and prolonged, so manifest and so cogent was the equity of my claims, and so powerful the appeal to the gratitude of the nation, that the government could not avoid giving serious attention to the case. It was notorious enough how unprepared they were to meet my demands, and, indeed, that the conscious embarrassment of the government on that head was one of the mainsprings of action put in motion by the intriguers, who were permitted for so long a time to evade the pressing instances of Mr. Erving and my friends for my release, and even to nullify the effect of royal orders ostensibly commanding it. Very soon, however, after my release, they turned their attention to the crown lands in Florida as a resource for discharging the debt, and accordingly it was insinuated to me that I might receive payment by means of an equivalent in those lands. But I knew that the government of the United States had long comtemplated a cession of the Floridas as the ultimate satisfaction and indemnity for the insults and injuries which our flag and commerce had sustained through the instrumentality, active or passive, of Spain.

I therefore felt myself not only bound by the general obligations of a good citizen, but especially moved by the strongest sense of gratitude for the disinterested and magnanimous interference of my country in my behalf, to avoid every step which might possibly traverse even the ulterior and contingent views and projects of the government in its diplomatic relations with Spain; and, accordingly, without stopping to inquire whether the negotiation had assumed such a shape as to give the United States any right, either absolute or inchoate, to insist upon specific indemnity in the Floridas, I addressed a letter to Mr. Adams, dated on the 6th of June, 1818, (eight months before the signature of the treaty,) in which I stated the proposition, expressly with a view to ascertain whether my acceptance of it would be agreeable to this government. As soon as the answer of Mr. Adams, dated on the 18th of September, 1818, informed me that this government apprehended ill consequences from admitting the precedent of the grant in question pending the negotiation, as it might open up a door for other grants, tending materially to diminish the value of the desired cession, I abandoned all thoughts of accepting payment in that mode, and applied myself exclusively to the direct means of obtaining satisfaction. Having experienced throughout the whole affair the greatest inconvenience from the dilatory proceedings of the Spanish government, I presented, in the month of December, 1818, a memorial to the King, backed by an official letter from Mr. Erving, urging the appointment of two or three persons, in the entire confidence of the King, to audit and settle my claims. My petition was finally granted, and a junta, or commission, consisting of four counselors, was accordingly appointed by a royal order. The report of that junta, on the 30th September, 1819, after a laborious and minute investigation of six or seven months' duration and a critical examination into all the merits of the case, specifically admitted and passed my claim to an amount less than I had all along stated, both directly to this government and to Mr. Erving. The report of the junta, in frank and explicit terms, acknowledges and enforces the most cogent motives for the speedy satisfaction of the debt by the Spanish government—motives avowedly derived, not only from the faith of the most solemn contracts but from the national gratitude for the signal and meritorious services I had performed in the execution of those contracts. That report or award has been approved, ratified, and adopted, in all its terms, by the Spanish government and sanctioned by all the highest solemnities that can be invoked to bind the faith of the state.

The delay of the report to so late a period as September, 1819, was in a great measure occasioned by the multiplicity of contracts to be examined and of departments from which the information was to be sought. After the report had been sent in, it was returned with various suggestions and observations from the minister of finance to the junta, who, after considering the suggestions of the minister, on the 15th of November, 1819, confirmed their first report, reasserting and enforcing all the reasons upon which it was founded, and even declaring that the sum awarded was less than what, in justice and equity, the government ought to pay me. Still the minister of finance thought it necessary to consult, in succession, the treasurer general of the kingdom and the comptroller general of accounts; and their decision concurring with that of the junta, the king finally ratified the award. A formal certificate was made out and delivered to me, signed by all the members of the junta and approved by the minister of finance, by order and acting in the name of the king, and the royal seal affixed thereto, solemnities observed only in cases of high commissions and in affairs of the utmost importance. This certificate (which, together with another royal order, was transmitted to me in May, 1820, by Mr. Arguelles, the new minister of finance, imports the clearest and most unequivocal acknowledgment that the Spanish government is indebted to me in the sum of $491,153 33, and directs that the same shall be paid out of the funds of the royal finance department with interest.

The embarrassments of the new revolution, which ensued in the interval between the definitive award of the junta and its final ratification by the King, delayed and impeded the full measure of justice which I had every reason to expect from the more enlightened and just government of the Cortes, which that revolution had now restored to Spain. I nevertheless pressed for a settlement with all the diligence that the magnitude of the claim and my necessities justified and required; and, as soon as its definitive and official recognition, in the form of the certificate just mentioned, was communicated to me by the minister of finance, I petitioned the Cortes to order its immediate payment, and to designate the mode of payment. I could obtain no definitive resolution from the Cortes till the 5th October last, the day they decided in favor of ratifying the treaty for the cession of the Floridas to the United States, upon which occasion they ordered that my memorial should be united with the papers relative to the treaty, and submitted to the King, in order to have it ascertained whether the American government had consented to the introduction of my individual claim into the negotiations on the treaty; and, if so, that the American government had distinctly assumed upon itself the payment of my claim, and had wholly exonerated Spain from it; but, if it should be found that my case had not been taken into view by the negotiators, and was not distinctly understood as embraced in the treaty stipulations. they, in that case, decreed the immediate payment of the debt by the Spanish government. Upon this reference from the Cortes, the Spanish minister of state pronounced an unequivocal opinion that the debt had been distinctly and specifically assumed by the United States, in exoneration of Spain, or would be so upon the exchange of ratifications; consequently I was referred to the eventual ratification of the treaty for the ultimate satisfaction of my claim. The opinion of the minister was founded (as I was informed from high authority) upon facts said to have been notorious to the negotiators of the treaty, and verified, as it was said, by the official communications of Mr. Onis to the Spanish government, to wit, that my claim had been introduced by name into the discussions between Mr. Adams and Mr. Onis, who finally agreed, in their *verbal conferences*, that it should be assumed and paid by the United States; that Mr. Onis proposed the insertion of my name, and a specific stipulation to that effect in the treaty, but that Mr. Adams thought it unnecessary to do so, though he agreed to the insertion of a clause intended to comprehend my case without naming it, and to exonerate Spain from the debt, with the understanding, nevertheless, that it was to be specifically assumed and paid by the United States. The clause alluded to as the one intended to embrace my claim is the fifth of the renunciations declared on the part of the United States in the ninth article of the treaty.

From an examination of the three documents—the protocol of the treaty as delivered by Mr. Onis, the counter-projet of Mr. Adams, and the treaty as it was actually concluded and signed—so much is certain and evident that the protocol contains a clause nearly equivalent to the one in question, which is entirely omitted in the counter-projet; and so it becomes highly probable that it was inserted in the treaty in consequence of some new arrangement or substantive understanding, discussed and adjusted in the latter stages of the negotiation. What were the nature and extent of such arrangement or understanding, and of the preliminary discussions which led to it, and whether Mr. Onis had made an accurate report of them in his alleged communications to his own government, are matters of which you, sir, must have far more authentic and certain information than any I can pretend to offer. If the fifth renunciation on the part of the United States were, in fact, designed to extend *beyond* such claims as arose out of injuries and aggressions in which the nation, in its sovereign capacity, was immediately concerned, and for which it might, conformably to the law of usage and nations, have claimed restitution and indemnity under the peril of reprisals; and if, in truth, it were intended to reach and comprehend claims arising out of civil contracts, in other words, *bona fide* debts, due from the Spanish government to private citizens of the United States, then it is perfectly clear that the sweeping terms of the stipulation are broad enough to embrace my identical claim; and it is equally clear and certain that it was the *identical* claim (if not the *sole* and *only* one of the kind) *intended* to be so embraced. It may, therefore, be conceded that the Spanish government, so far, was warranted in concluding that they were as effectually exonerated and discharged from their debt to me, as if it had been mentioned by name in the treaty; and their corollary, that the United States would then be bound to pay and satisfy that debt without defalcation or delay was surely a very natural one, and as surely founded in the soundest principles, as well of the moral as of the conventional law.

I have, however, positively denied and formally protested against one of the postulates assumed by the Spanish government, which is, that any stipulation of the United States could be competent *per se* to cancel the debt and exonerate Spain from her original and inherent obligation in any other way than by actually paying the debt to me. Not that I have ever been in the least averse from accepting the United States for my debtor in lieu of Spain; on the contrary, if the undertaking of the United States were coextensive in point of legal and moral obligation with that of Spain, so that the existing pecuniary debt of the one, with all its concomitant duties, becomes identically the debt of the other, I should then most willingly accede to the proposed transposition of the indebted party. But it is precisely on this point that the most alarming ambiguity exists; for, if this particular debt be embraced by the terms of the fifth renunciation on the part of the United States, and was so intended by the negotiators, then there is, no distinct and substantive provision for the payment of it unless the official report, alleged to have been made by Mr. Onis, of a verbal arrangement and understanding on the subject between him and Mr. Adams, and not fully expressed on the face of the treaty, should be distinctly and formally recognized by this government. The terms of the treaty, taken simply and strictly, without being interpreted by any such supplemental arrangement or understanding, clearly import that all the claims embraced by all the five renunciations on the part of the United States are to be thrown into one heterogeneous mass, and placed on the same level, and subject to the same rule of compensation; whereas nothing could be more unjust and injurious than such an operation in regard to my claim; because nothing can be more dissimilar in their nature, in their origin, and in all their circumstances, and nothing more unequal in the cogency of their legal and moral obligations out of which they arise, than my claim, and the mass of others with which it is apparently confounded. The broad distinction, in all their moral and political consequences and relations, between a mere debt voluntarily contracted by a State in the ordinary transactions of business with a private person, whether citizen or foreigner, and a claim for unascertained damages on account of injuries to private property, involved and bound up in national injuries, is manifest and universally admitted. Depredations upon the commerce, aggressions upon the flag, either of the military or commercial marine of a nation, equally with invasions of its territory, are always considered and treated as direct aggressions upon the sovereignty of the nation, and equally to be resented and repelled as acts of hostility, if a reasonable satisfaction be not made. All forcible and violent seizures, at sea or upon land, of the persons or property of private citizens, partake of the same character of hostility, and, according to the various degrees of the offense, may give just cause for reprisals. When the State is injured or insulted in the persons of its citizens, if the aggression be manifestly and flagrantly unjust, the State is bound by its correlative duties to its citizens, while it avenges its own wrongs, or, by peaceable means, vindicates the violated rights of its sovereignty, to demand just reparation for the injuries inflicted on its citizens. In all these cases, however, the compensation for the private injuries, equally with the satisfactions for the public wrongs, must necessarily be fair subjects of compromise and mutual accommodation. The offended State is not bound, nor has it any right, to set up its own judgment as paramount and infallible, and to insist upon the *summum jus*, according to that judgment; otherwise, disputes and wars would be interminable. These compromises between States, both of the public wrongs and of the private injuries involved in them, are of necessity, and agreeable to the universal usage of civilized nations; but that a mere failure in contract, on the part of one state toward a private citizen of another, should be treated as a violation of the high rights of sovereignty, so as either to justify reprisals, or to give occasion for any of those compromises or mutual concessions usually incident to a treaty of pacification, would be an assumption as absolutely destitute of any countenance from precedent as from any of the analogies of public law.

From the following comparison of my actual condition, as an acknowledged creditor of Spain, having a present and perfect right to demand instant payment, with that to which I should be reduced as a deferred claimant of a precarious dividend under the eleventh article of the treaty, there will appear abundant cause for my anxiety, and for my having protested to the Spanish government, as I now do to this, against the competency of the treaty, either to operate the release, without providing for the payment of the debt, or to annex to its transposition such interpolations upon the terms of the original obligation as the letter of the said eleventh article would seem to imply.

I have shown what procrastinations, what long, wearisome, and expensive solicitations and investigations I have had to wade through; and what sacrifices of my time, my means, and my comforts, I have had to endure in order to have my claim definitively and conclusively adjusted, ascertained, and settled by the only party connected with me in the contract, or responsible to me under it, by a party, in all respects, competent to take upon himself the most perfect obligation. After I have surmounted every difficulty, and have at last conclusively fixed upon this party a consummate obligation to pay me an ascertained sum of money *instanter;* upon what terms, and for what equivalents am I called upon to renounce or to transpose this perfect right? Why, if the ostensible stipulations of the treaty, as defined in the eleventh article, are to be strictly taken as the only rule for determining the equivalents, then, what is now an ascertained debt, standing upon the basis of a consummate obligation, is reduced to a mere outstanding claim, open to fresh and reiterated contestations from unknown parties, from intermeddling strangers without privity or interest in the original contract, or any motive for engaging in the controversey but an eager emulation for the apportionment of the very inadeqate sum set apart for the satisfaction of all the claims. It is to be re-examined and adjudicated over again by a new commission, which may not, and probably will not, be closed in less than a period of three years, commencing from some undefined point of time hereafter, viz, the meeting of the commissioners in Washington, and which, if it decide, as possibly it may, to investigate over again the merits and details of my claim, will have to invoke documentary evidence from the bureaus of a foreign country peculiarly tenacious of its archives. Now, suppose the claim, as it stands adjudicated by the Spanish authorities, to be affirmed by the American commissioners; then, instead of a present right to demand payment of a whole sum, without defalcation or delay, from a party abundantly solvent and of presumed good faith—a party not yet declared bankrupt, either in character or circumstances—I am to wait for a contingent *quota* or *dividend* out of the gross sum set apart for the satisfaction, *pro rata*, of the entire mass of claims; and even that quota cannot be ascertained and declared until the *whole of the claims* are finally adjudicated within the aforesaid period of three years. Lastly, this tedious process being accomplished, and the commission *functus officio;* all the claims being definitively adjusted, and the respective *quotas* ascertained and declared; even then the *mode* and the *time* of payment are left at the absolute discretion of Congress, viz: First, immediately at the treasury; or, secondly, in six per cent. stock, payable out of the proceeds from the sales of public lands in the ceded territory; or, lastly, in such *other manner* as Congress may prescribe by law.

I beg leave to advert very cursorily to the principles of public law, and of natural justice, upon which I have founded my protest against the assumed power, so to dispose of my rights of property, if, indeed, contrary to my best hopes and expectations, any such power was ever intended to be exerted in the case.

All debts, both public and private, are universally held, among civilized nations, as a species of property more sacred and inviolable than any other. This principle seems to have been peculiarly acceptable to the moral sense of the people of the United States. The Constitution, while it leaves to the several States the discretionary rights of sovereignty over the ordinary property of their citizens, expressly prohibits them from making anything but gold and silver coin a tender in payment of debts, and from passing any law impairing the obligation of contracts, a clause which, in its established construction and practical effect, has been held to annul all State laws professing under any pretext to discharge debtors from the obligation of their debts. By the treaty of 1794 with England, all debts, both public and private, are to be held absolutely inviolate in case of war between the two nations, while every other species of property is left exposed to belligerent confiscation and reprisals. That clause of the treaty is further remarkable for its clear and emphatic enunciation of the abstract principles of national morality and good faith upon which the stipulation is founded. Since the benign and prevailing influence of these principles has been able to relax the iron grasp of war, I cannot doubt their sovereign efficacy in that temperate state of the body politic when its passions or necessities claim no prescriptive charter to consecrate force and vengeance on the altars of justice and mercy. With respect to private property in general, the power of the sovereign to cede or dispose of it without the consent of the owner, has been held to result from the various modifications of that high prerogative of majesty supposed to be vested in absolute princes, and by some jurists and writers on public law, styled the *eminent domain;* by virtue of which, in its pure, unmodified state, all property is theoretically supposed to be enjoyed by the citizens under the tacit condition of being resumed by the sovereign when the necessities or the safety of the State shall require it. It is agreed, however, by all the most approved expounders of the laws of nature and nations, that this right of ceding private property in virtue of the *eminent domain* is restrained within certain rules founded in natural justice, which cannot be transgressed by any State that is civilized and governed by laws, no matter how absolute the form of government in other respects. In the first place, it is lawful only upon occasions of the highest state necessity, and for the public safety; and in that case *full compensation* must be made to the owner; for which purpose, if the ordinary revenue of the State be inadequate, the deficiency must be made up by contributions from all the citizens. The power to cancel debts under any circumstances is treated as one of the most questionable and pernicious results of the *eminent domain*, and of course cannot be justified by any inferior necessity than what is requisite to give validity to cessions of other property. It is no ordinary conjuncture, no inducement of mere expediency or convenience, no bargaining or compromising for the settlement of disputed limits, or of indemnities for injuries; it is nothing, in short, but an imperious political necessity, and an indispensable regard to the common safety that can justify even an absolute prince in bartering away, by a treaty of cession, the private property of the citizen, and then only upon the condition of making full compensation. Indeed, no treaty can well be brought within these rules but a treaty of peace for the conclusion of some destructive war menacing extreme danger to the State, and for the termination of which cessions of private property had in some way become necessary.

If, by the common consent of mankind, an absolute monarch cannot transgress these wholesome regulations of the *eminent domain* without the stigma of a lawless violator of public faith, far less admissible would be the supposition that the government of the United States could ever have aimed at any more unlimited prerogative.

Indeed, so little do the assumed privileges of this *eminent domain* accord with the theory of our government, and the known and defined origin and limits of its powers, as to have raised no inconsiderable doubt of the expediency of that amendment to the constitution which forbids the taking of private property for public use without just *compensation*, apprehending that it was calculated to extend by implication rather than to limit the specific powers of the general government; since, without the aid of such implication, the power to take private property for public use upon any terms might not have been inferred. However that be, it is certain that the practice of the government has strictly and invariably conformed (unless this treaty shall so be interpreted and executed as to establish a solitary exception) to that great principle of universal ethics and public law so distinctly recognized and imperatively enjoined by the Constitution; for upon all the occasions when the prerogative of taking private property for public use has been exerted, (and it has been exerted only in cases of the highest necessity and for the public safety,) *full compensation* has invariably been made to the citizen. Witness the numerous instances of the last war—a war of invasion and devastation—in which it became necessary occasionally to take military occupation of private houses, which caused their destruction, or to burn bridges, and otherwise use or destroy private property, for the advancement of military operations; in every case the proprietor has been compensated to the full value of the property lost.

I need not institute any comparison between that sort of *necessity* contemplated by the great expounders of public law, when they undertake to define the rightful limits of the *eminent domain*, and that necessity created by the motives of profit or convenience, which operated in the present instance; nor any inquiry into the authority of the government of the United States, by mere dint of power, to release a claim under the circumstances of mine, namely, a debt due from a foreign State upon a contract not made within the jurisdiction nor under the legal sanctions of the United States, of which they had no privity or control, but what may have resulted from the mere circumstance of the creditor being a citizen, sojourning and carrying on trade in foreign parts. All that can be required to make out my case is this brief and simple state of it; my property, to the value of near half a million, is taken to pay for the Floridas.

Then, upon any principle of public law, or of a constitutional bill of rights, what is there to cast the shadow of a doubt over my claim to be compensated and reimbursed that instant the cession of the Floridas is consummated?

The history of the negotiation, through all the stages of its progress, whereof any monuments are extant, infers an *intent* entirely conformable to the legal and moral *obligation*, (such as I have endeavored to expound them) of the high contracting parties. Upon the great question of adjusting the equivalents for the long desired, anxiously expected, and all important cession of the Floridas, it has already been shown how material a turn in the calculations of the parties, and how much discussed, was that of exonerating Spain from her debt to me; being first demanded by Mr. Onis, as appears by his protocol; at first refused by Mr. Adams, as appears by his counter-projet; still insisted on by Mr. Onis; at length conceded by Mr. Adams; and, accordingly, the fifth renunciation, framed purposely to embrace that specific object, was admitted in the treaty. There is one other circumstance, however, of itself conclusive to expound the genuine intent of the parties at that stage of the transaction. It is this: In the counter-projet of Mr. Adams, the gross sum of $5,000,000 is designated for the aggregate satisfaction of all the claims proposed to be renounced by that instrument; which, be it remembered, did not include mine, or any of the like description; yet, after the *fifth* renunciation (including my claim and every other of the like description, and enhancing by so much the price of the cession) comes to be inserted nothing more is appropriated by the treaty for private indemnities than the same identical $5,000,000. Thus the sum of compensation remains precisely the same, while the sum of claims to be compensated is so materially increased by the addition of this entirely new description of claims to the list of renunciations. This fact, alone, imperatively demands the hypothesis of an implicit understanding between the parties that the satisfaction of my claim was to be substantively provided for, apart from the others renounced by the treaty; otherwise, we have a paradox equally perplexing to the casuist, the arithmetician, and the jurist, namely, that the price to be *received* by the *vender* may be increased *ad infinitum*, without adding anything to the price to be *paid* by the *vendee*.

If the report said to have been made by Mr. Onis to his government, corroborated as it is by so many circumstances, should encounter no emphatic contradiction from any quarter which we are bound to consider as more authentic, it must be taken as a *concession* that the debt was to be fully and absolutely assumed by the United States; and so the case becomes clear and intelligible, and the whole proceeding fair and just. Nothing then remains but to clear it from all ambiguity, by distinct recognitions in the act of ratification, and in the appropriations for carrying the treaty into effect.

But, suppose it turn out that no verbal or implicit arrangement or understanding, supplemental to the letter of the treaty, can be admitted; still there is no essential difference in the right of the case, for it is clear the debt is embraced by the sweeping terms of the fifth renunciation, and was intended to be so; then the United States have stipulated absolutely to cancel the debt and exonerate Spain, and must at all events perform that stipulation. How is it to be performed? Why, there is but one just and rightful way, which is, simply, to pay the debt. It signifies nothing to say the treaty designates the mode and the extent in which the debt shall be compensated, and binds the United States to nothing more; because, I answer conclusively, first, the act is yet *in fieri*, and the precise question is, How shall it be consummated? Whether in conformity or in direct opposition to principles consecrated by public law, by the Constitution, and by the faith of nations; and, secondly, when consummated, it is *res inter alios acta:* it concludes the high contracting parties as to all that it stipulates for the benefit of either; but as to any stipulation volunteered for or against him who was neither party nor privy, and whose particular claim was not necessarily involved or committed in the negotiation, it concludes not him; he is perfectly free to accept it if it be for his benefit, or to renounce it if it be otherwise. I maintain that Spain cannot be exonerated; the debt cannot be *canceled* until it is *paid*, either by Spain herself or by some guarantee for her. Until then it subsists, *de jure*, in as full force *after* as *before* the ratification of the treaty; and unless it be distinctly pronounced by the terms of the ratification that the United States are to be made the guarantee, I shall not cease to urge Spain for payment, by all the sacred and inviolable ties of national faith and honor, and to avail myself of all the legal remedies that her tribunals are competent to entertain. Then, would not a clear right result to Spain to come upon the United States for indemnity, under the stipulation which obliges them to cancel the debt and exonerate Spain? That stipulation is not made to depend upon the condition of my accepting this or that equivalent, but is absolute; and if the United States cannot have the debt canceled, and Spain exonerated in the way most agreeable to themselves, it is their business to devise an adequate mode; but at all events, their duty to *exonerate* Spain. So long as the obligation, legal or moral, of Spain is permitted to continue in force, though there be no adequate remedy for coercing her to payment, still, if one *scintilla juris* be left unextinguished she cannot be said to be *exonerated*, in any sense of the term; her appeal to the yet untarnished faith of the United States could not be resisted. Thus the United States, by taking the direct course of paying the debt to me, do nothing more than strictly fulfill a clear and unconditional stipulation with Spain. In no other way can it be fulfilled, and no better can be desired. The only alternative is an arbitrary invasion of private right, and a very ambiguous implication of the faith of treaties.

I would also submit, with great deference, that the circumstances of this transaction have given me a strong claim to the equitable consideration of the government. In the purchase of the Floridas my property has been freely used, and every advantage has been derived from it, just as if it had been committed to the negotiation by the most valid assignment. Now, whether the stipulation to cancel the debt and exonerate Spain be effectual or not, yet, in fact, that stipulation has supplied to Spain an apology, a pretext, and a color of right to deny or evade the payment of a debt, otherwise acknowledged, under circumstances of such persuasive and cogent equity, as to have made the prompt payment of it necessary and inevitable. I need not remark how notorious it is that, with sovereigns, who are amenable only to the *ultima ratio*, an apology, a pretext, or a color of right, is too often equivalent to a legal defense or plea in bar in disputes between private persons amenable to the ordinary process of law. I can truly say that, under my present circumstances, with all my means and resources absorbed and bound up in this large debt, the delay is little less than the denial of justice.

In every possible view that can be taken of the case, as regards the question either of strict right or of equitable discretion, I humbly submit whether it be not obviously just and expedient for the Senate to annex to the ratification of the treaty, by way of rider, a distinct recognition of my claim, so that it may be specifically provided for among the appropriations necessary to carry the treaty into effect. But if, for any reason, it be decided that the debt shall not be so assumed by the United States, then I think there is one act of justice I may boldly presume to ask without fear or hesitation; and that is to have the fifth renunciation distinctly *excepted* from the ratification, and expunged from the treaty, or, at least, to have my claim excepted from it by name. I shall then be left free to prosecute it where it is unquestionably due, unembarrassed with the imposing renunciation of my country. I have the most assured confidence that Spain, when her moral sense and good faith are no longer perplexed by the salvo of that renunciation, cannot resist one moment my instances for an immediate liquidation of the debt. In all events, it is my clear and decided election to abide the issue of an appeal to the moral sense and good faith of that nation rather than the chances of that contingent and long deferred indemnity provided for the other claims into whose company mine has been introduced by the treaty, though introduced as casual acquaintances merely, and not, I hope, with any view to force them into a loathed and unnatural union.

For the freedom (and, probably, the superfluous elaboration) with which I have thus claimed your attention to the facts and the principles upon which my rights are asserted, I have no apology but my deep interest in the consequences of the public act about to become the subject of executive and legislative deliberation. Indeed, if an individual interest were at stake, of far less import than the fruits of a life of honest enterprise and active exertion, in the preservation of which the inestimable blessings of personal independence and the comfortable existence of a large family are involved, I should do injustice equally to the spirit of our institutions and the character of the government if I thought it necessary to deprecate, censure, or offense for a respectful and well-founded remonstrance against the effect of any public act, consummate or intended, upon my private rights. The implicit confidence, so absolutely due to the government collectively, would be most unjustly withheld, sir, from any department of it under your exclusive administration. I, therefore, repose myself with an unlimited trust in the habitual equity of your mind, when I defer to your judgment and discretion that disposition of this memorial which may give me the benefit. of the facts and the reasons it advances, wherever the authority resides to administer the proper remedy.

With the profoundest sentiments of respect, I remain your much obliged and grateful fellow-citizen,

RICHARD W. MEADE.

To the PRESIDENT OF THE UNITED STATES.

In the case of the claim of Richard W. Meade, esq., depending before the honorable board of commissioners, under the eleventh article of the treaty between the United States of America and Spain, concluded at Washington, on the 22d day of February, A. D. 1819.

The deposition of Joseph Moreno de Guerra, taken at Philadelphia, before Francis Hopkinson, and by him reduced to writing, one of the commissioners appointed to take affidavits by the circuit court of the United States for the district of Pennsylvania.

The said Joseph Moreno de Guerra on his solemn oath doth depose and say:

That he is a native of the town of Rumbla, province of Cordova, Andalusia, in Spain, and is aged forty-six years and upward; that he was duly elected from his native province a deputy to the national Cortes of Spain, in the year 1820, for that and the following year, (1821,) and that the said Cortes assembled at Madrid on the 7th day of July, 1820; that on or about the beginning of October, in the same year, the Cortes discussed the question relating to the treaty signed during the year before, at the city of Washington, between Spain and the United States of America, involving a cession of the two Floridas. At the same time a special committee, to whom the business of that treaty had been referred, made a report on a memorial previously presented by the agent of Richard W. Meade, of Philadelphia, in the United States, claiming an appropriation for the payment of a sum acknowledged to be due to him by his Majesty the King of Spain. This committee, in their report, informed the Cortes that, in order to decide definitively upon the claim of the memorialist, it was necessary to ascertain whether the amount of money due to Richard W. Meade, and to those who were represented by him, had been included among those claims which the government of the United States undertook to pay, and from which it was wholly to exonerate Spain; for, if this should not prove to have been done, the debt owing to Richard W. Meade, in particular, ought immediately to be paid, as it was considered a national debt, arising either directly out of contracts, or from the consequences of contracts, made by him in aid of the liberty and independence of Spain at the most critical periods of the revolution; that, at the periods of those contracts, and in the full confidence that they would be fulfilled, the services of said Meade had been of the most important kind; and that the sum for which payment was required had been liquidated and fixed by special commission of counselors appointed for that purpose by his Majesty the King, who had subsequently sanctioned and approved the settlement. In consequence of this report of the committee, it was proposed in the Cortes to address an official letter to the Secretary of State, to ascertain whether or not the sum then claimed in the memorial above mentioned had been included among those which the United States undertook to discharge. Such a letter was accordingly written by the secretary of the Cortes in the usual manner, and a reply from the Secretary of State was received, stating distinctly that the debt due to Richard W. Meade was expressly included in the treaty; that the nature and amount of said debt were well known to the government of the United States, as the same had been officially communicated to the American minister residing at Madrid, but that the said government of the United States required the large cessions of lands made to the Duke of Alagon, Count Punon Rostro, and Mr. Vargas to be canceled, considering the entire Floridas appropriated to the payment of the claims of its citizens upon the Spanish government. In order to avoid any possible misunderstanding or mistake upon this subject, it was proposed in the Cortes that a committee of two of its members should be appointed to wait on the minister from the United States, Mr. Forsyth; and accordingly this deponent, and Mr. Thomas Isturiz, member of the city of Cadiz, were appointed, did wait on Mr. Forsyth, and obtained from that gentleman the clear and distinct assurance that the debt due to Richard W. Meade would certainly be paid to him by the United States, if the treaty were ratified by the Spanish government, and the cessions above mentioned totally annulled.

And this deponent solemnly declares that these assurances thus conveyed to the Cortes, and these assurances only, induced that body to annul the grants of land in the Floridas, two of which had been acknowledged valid in the treaty itself; that, had not the Cortes been perfectly satisfied by these solemn assurances that the national debt (as it was regarded) due to Richard W. Meade would be fully paid by the United States, they would not have consented to vacate those grants of land, as far as respected the United States, but would have vacated them as respects the individuals to whom they had been made, reserving them to the Spanish nation by the law of reversion, for the express purpose of paying, by them, the debt due to the said Richard W. Meade, either by their transfer to said Meade, or by sale, and with the product thereof would have paid the debt and interest.

In this debt to the said Meade, the deponent says that the Cortes took a particular interest, as it arose from contracts, the most of which had been sanctioned by the former Cortes which sat in Cadiz during the years 1811 and 1812. The Cortes deemed themselves especially bound to see such engagements complied with; and the said Meade was considered as more than commonly meritorious, having been unjustly persecuted on account of the services he had rendered the Spanish nation. The deponent adds, that the Cortes founded their right to vacate, as to the individual grantees, the cessions of lands in Florida above referred to, and to reserve them for the nation, to be devoted to any purpose that might be deemed just and proper, upon the law called *reversion and incorporation*, well known in the history and legislation of Spain since the fourteenth century—a law which converts into national property whatever the prodigality of the monarchs might confer on their favorites, as happened with those termed *enriqueñas*, and with many others.

This deponent has been absent from Spain during the last nine months, having left his native country on the 2d day of July, 1823. He arrived at New York in October last; left the United States of America for Mexico on the 14th day of October, 1823, and he is now on his return to Spain, intending to embark from this country for Gibraltar in the course of a few days.

JOSÉ MORENO DE GUERRA.

Sworn and subscribed April 23, 1824, before—
FRA'S HOPKINSON, *Commissioner.*

Other formalities, which follow, omitted.

GEORGETOWN, *December* 10, 1824.

Mr. Richard W. Meade, of Philadelphia, has submitted to my examination a deposition of Joseph Moreno de Guerra, dated at Philadelphia, the 23d day of April, 1824, and taken before Francis Hopkinson, and by him reduced to writing. On that part of this deposition which relates to myself, I certify that I have no recollection of any conversation with Joseph Moreno de Guerra and Thomas Isturiz, both of whom were deputies of the Cortes in 1820, in relation to Mr. Meade's claim. No persons ever presented themselves to me *as a committee of the Spanish Cortes*, during my residence in Madrid as the minister of the United States. If I ever had any conversation with these deputies on the subject of the Florida treaty, I was entirely unconscious that they spoke with me by the authority of that body, or that any importance was attached to the opinion I might express. It is proper to add that I should have stated, on such an application, that I believed Mr. Meade's claim was provided for in the treaty of cession. This opinion was expressed freely to all who conversed with me, and may have been, and *no doubt was*, to Joseph Moreno de Guerra, in the presence of Isturiz. The only conversation I distinctly recollect was held with Martinez de la Rosa, also a deputy of the Cortes, and of the commission to whom was referred the treaty of 1819. Having learned by accident that an attempt was about to be made to make a distinction favorable to Meade, between his claim and the claims of other persons embraced in the treaty, I expressed my conviction to Mr. de la Rosa that the claim was just, and was provided for in the treaty, but that it ought to be left to share the same fate as to its payment, with the equally just claims of other citizens of the United States. The Cortes deliberated in secret session on the subject of the treaty of 1819, and of Meade's claim. The little information I could obtain of what was done, was communicated to my own government, and is on file in the Department of State. From the nature of the case, I did not consider myself at all answerable for the correctness of the information procured and communicated.

The conversation I have stated with Mr. de la Rosa, was not considered by me of sufficient importance to be communicated to the Secretary of State in any of my letters written at Madrid; nor has it ever been stated in writing to the department since my return home.

I wish to be clearly understood that I do not question the accuracy of Joseph Moreno de Guerra's statement further than relates to my conversation with him and Isturiz, as *a committee from the Cortes.* The Cortes may have given them such a commission, and the conversation may have been held in consequence thereof; if it was, I have no recollection of it, and do not know that they were conversing with me officially, and certainly did not say more than that Mr. Meade's claim was included in the treaty of 1819.

JOHN FORSYTH.

DISTRICT OF COLUMBIA, *County of Washington, to wit:*

On the 19th day of May, 1824, personally appeared before the subscriber, a justice of the peace in and for the county aforesaid, the Honorable John Forsyth, who acknowledged the annexed statement to be in his handwriting, and at the same time made oath, in due form of law, that the facts therein stated are true to the best of his knowledge & belief.

Sworn before —

JOSEPH FORREST.

DEAR SIR: I return to you Moreno de Guerra's deposition, with a statement of what I recollect on the subject of your claim. This statement, if necessary, will be given on oath.

If it is desirable that I should give you any further certificate, or attend the commission, to give them any verbal explanations, I will do either with great pleasure.

Your obedient servant,

JOHN FORSYTH.

To RICHARD W. MEADE, Esq.

SENATE DOCUMENTS.

[Nos. 1 to 9, 2d session, 18th Congress. Vol. 1, 1824-'25.; House of Representatives, page 248, No. 31.]

Mr. Adams to Mr. Salmon.

DEPARTMENT OF STATE,
Washington, April 29, 1823.

SIR: I have had the honor of receiving your letter of the 15th instant, inclosing a copy of one bearing date the 16th of October, 1822, from Don Joaquin de Anduaga to Mr. Meade.

By the fifth specific renunciation, in the ninth article of the treaty between the United States and Spain, *signed* on the 22d of February, 1819, but ratified by his Catholic Majesty only on the 24th of October, 1820, it was provided that the renunciation, on the part of the United States, of all claims for damages or injuries sustained by themselves, or their citizens from Spain, stipulated by the preceding part of the same article, should extend—

"To all claims of citizens of the United States upon the Spanish government, statements of which, soliciting the interposition of the government of the United States, have been presented to the Department of State, or to the minister of the United States in Spain, since the date of the convention of 1802, and until the *signature of this treaty.*"

You will observe that the time of the *signature*, and not that of the ratification by either party, nor that of the exchange of ratifications, is expressly agreed upon as the *time*, until which the claim and the *statements* of them to the Department of State, or to the minister of the United States in Spain, had been received, which claims were, on the part of the United States, renounced.

The reason for fixing upon this particular *time* for the period at which the obligation of the United States, to assume the payment of these claims, should *terminate*, is *obvious*. It was neither proper, nor could it be the intention of the parties that they should renounce claims or admit *statements* of them, not known to the party assuming the obligation at the time of contracting it. Whatever claims might arise, or whatever *statements* of them might be made after the *signature* of the treaty, were not, therefore, and could not with propriety, be provided for by it.

By the eleventh article of the same treaty it was stipulated that—

"The United States, exonerating Spain from all demands *in future* on account of the claims of their citizens, to which the renunciations herein contained extend, and considering them entirely canceled, undertake to make satisfaction for the same, to an amount not exceeding five millions of dollars." That "to *ascertain* the full *amount* and validity of these claims, a commission, to consist of three commissioners, citizens of the United States, shall be appointed by the President, by and with the advice and consent of the Senate, which commission shall meet at the city of Washington, and, within the space of three years from the time of their first meeting, shall *receive*, *examine*, and *decide* upon the *amount* and *validity* of all claims included within the descriptions above mentioned."

That "the said commissioners shall take an *oath*, or affirmation, to be entered on the record of their proceedings, for the *faithful* and diligent *discharge of their duties;*" and that "the said commissioners shall be authorized to hear and examine, on oath, every question relative to said claims, and to receive all suitable, authentic testimony concerning the same. And the Spanish government shall furnish all such *documents* and elucidations as may be in their possession, *for the adjustment* of the said claims, according to the principles of justice, the laws of nations, and the stipulations of the treaty between the two parties of 27th October, 1795; the said documents to be specified, when demanded, at the instance of the said commissioners."

It has been necessary to set forth, in the terms of the treaty itself, the engagements respectively contracted by the parties to it in these articles, in order to show, with clearness, their bearing upon the question now brought into discussion by your letter, and that of Mr. Anduaga, which it inclosed.

The claims, payment of which, to a fixed and limited amount, was assumed by the United States, were claims not only existing, but *statements* of which had been exhibited at the Department of State, or to the minister of the United States in Spain, *before the signature* of the treaty.

To *ascertaim* the full *amount* and *validity* of those claims, commissioners were to be appointed to act under oath, and charged with the duty, to receive, examine, and *decide upon the amount and validity* of all the claims.

And the Spanish government solemnly bound itself to furnish all such *documents* and *elucidations* as might be in their possession, for the *adjustment* of the said claims.

If anything in human intention can be made clear by human language, it is that the claims, provided for by the above stipulation, were in the condition, as they had been exhibited, at the time of the *signature* of the treaty; that the authority, and the trust of examining, ascertaining, and *deciding* their *amount* and *validity*, was *solely* and *exclusively* committed to the commissioners, and that the Spanish government was, and is, bound to furnish them, at their demand, all documents and *elucidations*, in possession of the said government, for the *adjustment* of the claims.

No transaction between any of the claimants and the Spanish government, subsequent to the signature of the treaty, could be evidence to the commissioners of the condition of the claim at the time of that signature. No appeal from the decision of the commissioners, either to the government of the United States or of Spain, was reserved. By the transfer to the United States of the obligation of making payment, conformably to the treaty, of those claims, Spain deliberately, and with full knowledge, transferred also the right of examining and deciding their amount and validity. It is to little purpose, therefore, that Mr. Anduaga's letter descants so largely upon the variety and respectability of the Spanish commissions and tribunals, which, many months *after* the *signature* of the treaty, undertook to liquidate, that is, to decide upon the amount and validity of Mr. Meade's claim upon the Spanish government—neither the number nor the character of those courts is at all questioned; but, from the day of the *signature* of the treaty, they had no jurisdiction to try or decide upon any of the claims, the payment of which was assumed by the United States. Whatever jurisdiction they did exercise, however obligatory it might be upon his Catholic Majesty's government, could have no effect whatever to charge the United States, or, so far as they were concerned, to change the condition of the claims, as it had been exhibited to the government of the United States, or to their minister at Madrid, before the signature of the treaty. It had been exhibited as an unsettled and unliquidated claim; if comprised at all within the provisions of the treaty, it was as an unsettled and unliquidated claim, upon which, as upon all the rest, the commission instituted, under the treaty, was, by the express engagement of both parties, exclusively to decide.

It is alleged by Mr. Anduaga, and repeated in substance by you, that the decision by the Spanish tribunals upon the amount and *validity* of Mr. Meade's claim, made many months after the signature of the treaty, many months even after his Catholic Majesty was bound to have ratified the same, and after its ratifications ought to have been exchanged, was given at the earnest instance of the minister of the United States in Spain; and that he, as well as the government of the United States, expressed their satisfaction at the event. The answer to this argument is, however, furnished by Mr. Anduaga and by you. Mr. Anduaga says: "When all this was done, there was no probability that the United States would be obliged to pay this debt;" that is to say, there was no probability that his Catholic Majesty would perform the express and solemn promise that he had made, to ratify the treaty.

Undoubtedly, when there was no probability that the United States would be charged with the payment of the debt, their government and their minister did earnestly press the Spanish government to do justice, at least to Mr. Meade. What that justice was, what was the amount and validity of his claim upon the Spanish government, the United States neither had nor claimed the right to decide. So far as it was an obligation to be paid by Spain, and by which no other interests of the United States, or of their citizens, could be affected, the right to decide upon it was exclusively of the resort of Spanish tribunals, and the American government and minister naturally expressed their satisfaction at the adjustment by the Spanish government of a claim of *one* of their citizens, in whose favor they had taken a deep and generous interest, it being always understood by them that this interest did not conflict with their duties to the people of the United States, and to all their other fellow-citizens, also claimants upon Spain, and in whose favor their government was bound to take an interest as earnest and generous as in that of Mr. Meade.

While there was no probability that the treaty would be ratified by Spain, the adjustment by Spanish tribunals, binding only upon Spain, could in no wise affect any other right or interest of the people of the United States, or of other American citizens, claimants upon Spain. That adjustment could in no wise charge the United States. It was an obligation of Spain, contracted *after* the signature of the treaty, and was thereby excluded by the express terms of the treaty itself, from the number of those which the United States had, by the treaty, engaged to assume upon themselves. The cognizance taken at the time by the Spanish tribunals of this claim, and the acknowledgment of the amount and validity of this one alone, as you affirm, among many hundreds of other claims of American citizens, many of much longer standing, and all equally entitled to adjustment and liquidation, are indeed powerful arguments to prove that Mr. Meade's claim was not one of those for which Spain had intended to provide by the treaty. And this argument is strongly fortified by another, which Mr. Meade himself, and his learned counsel in this country, have urged with great force, namely: That the claims of Mr. Meade upon Spain were of a nature, which, by the laws of nations and of justice, Spain could not discharge and the United States could not renounce, by any treaty or compact between themselves. The conclusion from these arguments, if correct, undoubtedly is, that Mr. Meade's claims upon Spain were not intended to be, and even could not be, provided for by the treaty, and were therefore not included in it. If, then, the commissioners under the treaty did, in the first instance, entertain very serious doubts whether the claim of Mr. Meade was among those provided for, or intended to be provided for by the treaty, it was to these proceedings of the Spanish government, after the signature of the treaty, and to the argument of Mr. Meade, and his counsel, against the *right* of the contracting parties to the treaty, to dispose of Mr. Meade's claim, that these doubts must be ascribed. It was assuredly never the intention of the government of the United States in that treaty, either to renounce any claim which they had not the right to assume, nor to assume any claim which they had not the right to renounce; as far was it, doubtless, from the intention of Spain to discharge any just claim of Mr. Meade's upon her, by the attempt to transfer to a third party without his consent. Nothing can be more clear than that Spain remains at this hour bound to satisfy, to the last real, every claim acknowledged by herself to be just, and which she had not the right to transfer to a third party without the consent of the claimant.

The treaty, by its express terms, made provision only for unsettled and *unliquidated* claims. The United States assumed them, as they existed and had been exhibited at the signature of that instrument, the 22nd of February, 1819. In assuming the duty of Spain to discharge those claims the United States acquired the right, and it was in express words secured to them by the treaty, of ascertaining and deciding, exclusively by a commission of their own citizens, the *amount* and *validity* of each claim assumed. At the same moment when the obligation to discharge the claim attached to the United States, this exclusive right of the commission to examine and decide its amount and validity attached with it. From that moment the Spanish tribunals had no more right to examine or pass in any manner upon the claims than the tribunals of the United States had to examine and pass upon them before the signature of the treaty. This provision imported no distrust in the justice or integrity of the Spanish tribunals. It followed, as an indispensable consequence from the engagement contracted by the United States to pay the claims.

By the treaty itself, and by the full power of Don Luis de Onis, its negotiator on the part of Spain, his Catholic Majesty was bound to ratify the treaty so that the ratifications should be exchanged within six months from the day of its signature. Had this engagement been performed, Mr. Meade's claims would have remained in the same state in which they had been on the day of the signature of the treaty, unsettled and unliquidated. Mr. Meade's claims were not provided for by name, nor had any mention of them been made in the course of the negotiation. The Spanish government was at that time so far from admitting that Mr. Meade had any just claim upon them that they had but very recently, at the earnest and peremptory interposition of the government of the United States, released him from imprisonment as a defaulter to them.

The treaty remaining unratified by his Catholic Majesty, and, as Mr. Anduaga affirms, there being no probability that it would be ratified, long after the period had expired when he had promised on his royal word that it should be ratified, the minister of the United States at Madrid, at the earnest and repeated solicitations of Mr. Meade, certainly did urge the Spanish government to adjust, liquidate, and satisfy his claims.

From the nature of these claims, his learned counsel in this country have since drawn it in question, whether the government of the United States had any right to interpose with that of Spain in relation to them at all, and upon this question depends the other, before noticed, whether Spain could, by treaty, transfer to the United States her own obligation to pay those claims. They were claims which Mr. Meade had acquired, not in his neutral character as a citizen of the United States but as a voluntary contractor with the Spanish government, while residing in their territory, living under their allegiance. They were, therefore, unquestionably much less entitled to the interference of the American government than the great mass of the claims provided for by the treaty; claims for wrongs suffered by citizens of the United States, in their genuine character as such; for wrongs, in the origin of which there was no voluntary agency of their own, no forfeiture of the neutral rights, no resort but to the perfect obligation of their own government to support them.

Had the Spanish government, at the time when the minister of the United States interposed in behalf of this claim, taken the ground of argument since assumed by Mr. Meade and his counsel; had they said, this is a claim in which the government of the United States have no right to interfere, a question upon contracts between Mr. Meade and us, while living in our territories, and amenable to our laws, undoubtedly, by the principles of the rights and duties of nations, universally recognized, Mr. Meade and the American government must fain have put up with this answer as conclusive, and Mr. Meade's claim could never have been pretended to be included in the provisions of the treaty.

But no such ground was then taken either by the Spanish government or by Mr. Meade. So little was his reliance upon the justice of the government with which he had contracted, and under whose protection he dwelt, without the effectual interposition, in his favor, of the government under which he had been born, that his entreaties for the interposition of the American minister and government, in favor of his claims, were urgent and unceasing. To this interposition the Spanish government did not object. Mr. Meade *desired* that provision for his claim should be made in the treaty which was then negotiating, and made known this desire to the government of the United States. He was informed, in answer, that, if the treaty should be concluded, his claim would be considered and attended to, as far as might be practicable, *in common with the others*; and to this arrangement he never suggested an objection till after the ratification of the treaty by Spain, nor until just at the moment before its second ratification by the United States. He, *then*, to be sure, and then for the first time, addressed the President and Senate of the United States, calling upon them to refuse the ratification of a treaty in which the only possible indemnity of many hundreds of their fellow citizens for their losses, to the amount of five millions of dollars, was secured; or to make the ratification conditional, that another article should be added, by which his claim, not as existing at the time of the signature of the treaty, but as many months after that compact ought to have been ratified by Spain, liquidated by Spanish officers, before the Spanish ratification of the treaty should be paid to the full amount as acknowledged by them, and without being subject, like all the other claims, to the honest investigation and scrutiny of the American commissioners; and the principal argument urged by Mr. Meade's counsel in support of this demand, that the American government should sacrifice the acquisition of the Floridas and five millions of dollars of indemnities justly due to their citizens, whose right to the effectual support of their country was perfect, that his claim was of a nature that the American government had no right to interpose with Spain in its favor at all.

If the claims of Mr. Meade upon Spain were included among those provided for by the treaty, it was, in common with all the others, to be treated like all the others, and to abide the same issue with the others. Such was the clear, unequivocal intention of both parties to the treaty; nor could the American government, in equal justice to all the claimants, have negotiated upon any other principle.

The amount of claims exhibited to them, to be provided for by the treaty, as stated by the claimants themselves, was nearly ten times the five millions which they agreed that the people of the United States should pay from the proceeds of the Florida lands, to discharge them. But it was well understood that many of the claims were not even valid against Spain; that most of them were swollen by the statements far beyond what, upon a fair examination, would be found to be due; that equitable deductions from equitable claims would reduce almost all of them within very contracted dimensions; and that, for the whole mass of them, the *only* hope of the claimants was in the munificence of the treaty. They were all, by the terms of the treaty, unsettled claims. Their just amount could then be only judged of by an *estimate*, in many respects conjectural, but it was believed, upon considerations duly weighed, that, when stripped of all their appendages to naked justice, five millions of dollars would be sufficient to cover them all. As they were to be paid by the people of the United States, it was the duty of the government to allow no larger sum than would be sufficient, in rigorous justice, to discharge them. It might happen that even the just and indisputable claims would amount to something more.

In that case, the claimants must consider it as a composition of their claims, the best that their government has been able to obtain for them; and it was not doubted that they who had been from one to twenty years waiting, with very little probability of ever obtaining *anything* for their claims, would be more than contented to receive, so nearly, all that they could have asked, and to abandon to their country the small remainder for the salvage of the rest. But to render this principle compatible with justice to all parties, it was indispensable that all the claims should be placed upon the same footing; that all should be subjected to the close, vigilant, and rigorous scrutiny and investigation of an upright and intelligent commission of American citizens; that all should be alike submitted to their examination and decision, and that no transaction between the Spanish government and any one of the claimants, subsequent to the *signature*, but before the ratification of the treaty, should alter the character of his claim, and give him an advantage at the expense of the people of the United States, and of *all* the other claimants under the treaty. If the American government could have admitted any discrimination between the claims, and that any one should have been privileged above the rest, Mr. Meade's claim, if the present argument of his learned counsel is sound, would have been the very lowest on the list, and the least entitled to favor. Since most, if not all the rest, were claims which the American government had been, from the beginning, bound, by the duty of protection to the rights of their own citizens, to support and maintain, even, if necessary, to the issuing of reprisals, while that of Mr. Meade, incurred voluntarily by himself, with the Spanish government, while domiciliated in Spain, and by transactions of no neutral character, was of a nature to leave it doubtful whether the American government had ever possessed the right of interposing in its behalf at all.

The interest taken, therefore, by the American minister at Madrid, in Mr. Meade's favor, by urging on the Spanish government the settlement of his claims; the satisfaction that he expressed after the liquidation had been obtained; the letter of congratulation from the American Secretary of State to Mr. Meade, upon the event, when informed of it by him, have not the slightest bearing upon this argument. The answer to all this is furnished by Mr. Anduaga, when he says, "There was, then, *no probability* that the treaty would be ratified by Spain." The American minister and Secretary of State expected that what the Spanish tribunals had liquidated and settled the Spanish government would pay. They knew perfectly well that no interests of the people of the United States, or of the other claimants upon Spain, could be injuriously affected by this Spanish liquidation of Mr. Meade's claims. If the treaty should be ratified, and Mr. Meade should be receivable as a claimant under it, they knew that his claims could be admitted only as provided for by the treaty, and that no intermediate transaction between him and the Spanish government could be evidence of his claims, as they had existed and been exhibited at the *signature* of the treaty; that no decision of a Spanish tribunal could settle that which the treaty, in express terms, reserved to the exclusive decision of the American commission. If the treaty should *not* be ratified they rejoiced that their exertions in his favor had been so far successful, that he had a nearer prospect of obtaining satisfaction from the Spanish government itself.

Their pleasure was that of a benevolent and friendly feeling toward Mr. Meade. But the American government had duties of a more imperious nature to others—to the people of the United States, and to all their fellow-citizens, the *other* claimants upon Spain. To them it was due, that, if the treaty should be ratified, and Mr. Meade be a claimant under it, his claim should stand on the same foundation, and pass through the same ordeal with the rest. The American government knew that it was so stipulated in the treaty, and they little expected the pretension that, by this separate transaction between him and the Spanish government, the treaty being yet unratified, the nature of the engagements of the United States in it was changed if it ever should be ratified; that they would be bound to receive, as settled, claims which they had engaged to receive as unsettled, and to take the dictum of a a Spanish tribunal as the decision which the treaty had trusted exclusively to an American commission.

Mr. Meade himself, and the learned counsel whom he has employed in this country, know better. They were the first to doubt whether his claims were provided for by the treaty at all. They clearly saw that, if provided for, it was only upon the same terms, and upon the same conditions with all the rest. His memorial to the President of the United States, objecting to the ratification of the treaty, was on the avowed and only ground that it had not provided for the satisfaction of *his* claims. He demanded that the ratification of the treaty should be refused, or given upon condition that a new article should be added, providing for the payment in full of his claims; that the Floridas should be sacrificed, and the only hopes of many hundreds of other claimants *blasted* that *he* might be sure to receive, at the expense of the United States, payment, to the last maravedi, of what a Spanish tribunal had, since the treaty was concluded, awarded him as a debt due to him from Spain. His memorial insisted that neither Spain nor the United States had ever possessed the *right* of making, between themselves, a composition of his claims; and, without being aware or mindful that, if this position was true, the irresistible conclusion from it was that they were not included in the treaty at all, and remained in full force against Spain as if the treaty had never been made, he yet required that the United States should make the ratification of this treaty *conditional* upon the assent of Spain to *another*, by which *his* claims should be distinguished from all the rest; admitted without asking questions, and paid without the deduction of a *mille*. And the principal argument for this moderate proposal was, that *his* claims upon Spain were such that the American government has never possessed the right of interfering to support them against Spain at all.

Thus Mr. Meade himself, and his learned counsel, first raised the question whether his claims were included among those provided for by the treaty, and if they failed of convincing the President and Senate of the United States of the propriety of withholding the ratification of the treaty which they had made, to exact the consent of Spain to another, which they had *not* made, they conclusively proved that the United States had never been under obligations of negotiating with Spain concerning them at all; and gave plausible color, at least, to the belief, that his claims, not being embraced by the provisions of the treaty, remained in all their force, acknowledged and unimpaired, to be paid, without deduction or compromise, from the treasury of Spain.

But, after the ratifications of the treaty had been exchanged, and after the commission instituted under it was organized, Mr. Meade produced before them his claims as being among those provided for by the treaty; and when the commissioners in the discharge of their duty to their country, and to all other claimants whose rights and interests were involved in the decision—when the commissioners, yielding to the force of arguments which had been most strenuously urged by Mr. Meade himself, and counsel—when the commissioners, seeing in the treaty which was their law, no mention of Mr. Meade's claim, by name, and no description of claims, within which it *could*, as a settled and liquidated claim, be embraced—when the commissioners, men of high and irreproachable character, with the oath of God upon their souls, with no evidence before them but such as the treaty must exclude, and no argument but that of Mr. Meade, and of his counsel, excluding his claim from the treaty—when these commissioners but intimated an opinion that Mr. Meade's claims were not among those submitted by the treaty to their decision, the basest and most inflammatory anonymous newspaper publications, issued from a prostituted press, for the apparent purpose of intimidating, by defamation, the members of a judicial tribunal from the discharge of their trust, according to the conviction of their consciences.

Mr. Meade then, too, resorted to the Spanish minister in this country for his testimony, to prove that it *had* been the intention of the Spanish government to include his claim among those which were provided for by the treaty. That Spanish minister was not the negotiator of the treaty, nor could he, more than any other person, testify to the intention of the Spanish government any otherwise than as appeared on the face of the treaty itself. It has already been said that during the negotiation of the treaty, neither the name nor the claim of Mr. Meade had ever been mentioned between the negotiators; and that when it was signed, the Spanish government had never admitted that he had a valid claim upon them for so much as a dollar. Mr. Anduaga did, however, furnish Mr. Meade with his *opinion* that Mr. Meade's claim was embraced by the treaty, and that opinion was laid before the commissioners. Other claims were also presented to them involving the same question, whether *contracts* of the Spanish government had been among the cases provided for by the treaty, and at the application of one of the suitors, they addressed a letter to the Secretary of State suggesting their impressions, that claims of that description, which the American government had never been under any obligation to enforce, and in favor of which even their *right* to interfere might be questioned, were not included in the treaty, the main and obvious object of which was to obtain indemnity for the wrongs of American citizens, entitled, beyond all question, to the full protection of their government. This letter was laid before the President of the United States, by whose direction the answer was returned which was conformable to the truth of the facts, and this formed the correspondence, which you state to have been communicated by Mr. Meade to Mr. Anduaga, and by him to your government.

In concluding the treaty, the American government was well aware, and the Spanish government could not be ignorant, that by the laws of eternal justice, a nation has, no more than an individual, the *right* of discharging itself from the obligation of its *contracts* by the agreement of a third party to assume them without the consent, express or implied, of the party, (whether nation or individual,) with whom the contract was made.

The parties to the treaty well knew also that *contracts* and liquidated, acknowledged debts are not, in their nature, subjects of negotiation; especially not of negotiation between one of the parties with a third party not privy to the contract. The duty of a nation bound by such a contract is not negotiation, but performance.

They likewise knew that, with regard to the contracts of an individual born in one country with the government of another, most especially when the individual contracting is domiciliated in the country with whose government he contracts, and formed the contract voluntarily for his own private emolument, and without the privity of the nation under whose protection he had been born, he has no claim whatsoever to call upon the government of his nativity to espouse his claim, this government having no right to compel that with which he voluntarily contracted to the performance of that contract.

But unacknowledged, unsettled, unliquidated claims, form the natural subject of negotiation; and of all negotiation, the necessary and essential character is compromise. Of such claims, whether originating in contract or in wrong, the very application of an individual to one government to assist him in the enforcement of his claims upon another, imports of itself the consciousness that he can not obtain his claims without that assistance, and makes them at once a subject of negotiation and compromise.

For such unliquidated claims alone provision was made by the fifth renunciation of the United States in the ninth article of the treaty of 22d February, 1819, which, by its terms, is limited to claims of citizens of the United States upon the Spanish government, *statements of which, soliciting the interposition of the government of the United States*, had been exhibited since the convention of 1802, and until the signature of the treaty.

Mr. Meade was a citizen of the United States, who, since the convention of 1802, and before the signature of the treaty, had *solicited* the interposition of the government of the United States, and had presented some general statement of part of his claims. He had specially desired that they should be included in the negotiation of the treaty, and had been informed of the only terms upon which they would or could be considered in that negotiation, in *common* with the other claims for which it was to provide. They were and could be known to the American government only as unsettled and disputed claims, and the *right* to negotiate a compromise for them, in common with the rest, founded upon his own *solicitation*, and the acquiescence of Spain, was not for a moment questioned; but, as an acknowledged claim, the amount and validity of which was known and admitted, and about which the United States and Spain had no right to negotiate between themselves a compromise not sanctioned by him, it certainly was not included, nor ever intended to be included, in the treaty. From the moment that Spain considers it as such, she contracts the obligation of discharging it herself as a contract, the compromise of which neither she nor the United States could rightfully negotiate between themselves without the privity of Mr. Meade, and which, not having been so negotiated, she, Spain, is bound, in honor and in justice to him, to discharge to the last farthing from her own treasury.

This is what Spain can perform without injustice to others. But you will perceive at a glance that the government of the United States could not, without the grossest injustice to their nation and to all the other claimants under the treaty, admit that a transaction between Spanish tribunals and Mr. Meade, between the signature and ratification of the treaty, should change the nature of the compact between the United States and Spain, control the express terms of the treaty itself, and bind the commissioners, charged with the duty of ascertaining and deciding the amount and validity of unliquidated claims, to take an acknowledgment in 1820 as evidence of the condition of a claim in 1819. The sum stipulated for payment by the United States of *all* the claims assumed was limited to five millions of dollars. The amount due upon the whole mass might ultimately be found less, or it might exceed that sum. If it should prove less, the balance would be so much less of debt to be paid by the people of the United States. If more, a proportional deduction from the sum awarded to every claimant must be made, each of whom must make this small sacrifice to the adjustment of all these long standing, perplexed, disputed, and, I may safely say, otherwise *desperate* demands. Those of Mr. Meade in February, 1819, were assuredly not less desperate than the rest. To allow that a Spanish tribunal, long after the treaty ought to have been ratified, and while Spain retained the power of ratifying or rejecting it, should select this claim of Mr. Meade from all the rest, to invest it with the exclusive and invidious exemption from the scrutiny to which all others must be subjected; that it should be taken out of the treaty for examination and settlement, and cast back upon the treaty for payment in full; that it should be screened from all investigation, and privileged from all proportionable deduction; that the people of the United States, and the fund devoted to the just indemnity of many hundred claimants, should be doubly ransomed to satisfy the plenitude of that claim, and in reverence to the dignity of tribunals, which, under the treaty, had no right to pass upon it at all, would be as wide from all the duties of the American government as from the dictates of justice, and as far from its present intentions as from those of either party to the treaty at the time of its conclusion.

It was intended by the government of the United States, that Mr. Meade's claims, as then exhibited to them, unsettled, disputed claims, of a mixed character for contracts; for losses upon exchange, for depreciation of Spanish government paper; for interest, and for damages, all, except the first, of most uncertain amount and validity, should, in common with the other claims provided for, have the benefit of the treaty.

But no stipulation of special favor to the claims of Mr. Meade, at the expense of other claimants, was, or could be, intended by the government of the United States. The claim presented by Mr. Meade to the commissioners is for an acknowledged *debt* from the Spanish government to him, dated May, 1820, and directed to be paid *out of the funds of the royal finance department*, with *interest.* To say that this is not the claim which, in February, 1819, the United States had renounced and agreed to compound, would be to say that daylight is not darkness. Mr. Meade might with as much propriety have purchased in the market, at its current price, any other order upon the *funds of the royal finance* department, and brought it before the commissioners as a claim provided for by the treaty, as he could this order—a part of the sum constituting which was for interest *accrued after the treaty had been signed.*

Of the obligation of the *Spanish* government to pay Mr. Meade, *with interest* the whole amount of this sum, acknowledged by its own tribunals to be due, there can be no doubt. But it is equally clear that it is *not* the debt which, in February 1819, the United States had agreed to assume, to consider as canceled, and to discharge. It was not the claim which had been exhibited or had even existed, in February, 1819. It was a claim of a totally distinct and different character. It was a new obligation of Spain for which no provision had been made by the treaty, and with which the United States could not, without injustice to themselves, and to all the other claimants, be charged.

By the intention of including Mr. Meade's claims among those provided for by the treaty, at the time of its negotiation, the American government had shown its kindness toward him to the utmost verge of its compatibility with their duties to others. Mr. Meade's claims, as then existing, however meritorious as against Spain, were far from being, against the United States, as deserving as many others with which they were to share the benefit of the treaty. They were claims, part of which were for supplies so support the *ally* of Spain, then, or very shortly after, the enemy of the United States; supplies to maintain a cause to which, so far as concerned Spain, the United States were neutral, but which, by its inseparable connection with Great Britian, was the cause of that nation against Mr. Meade's country. There was no one point of view in which those claims could be considered that gave them a title to the special favor or support of the *American* government, or nation, and by extending to them the advantages of a composition which they were enabled to effect with Spain, of numerous other, and far more meritorious claims, in meaning to do equal justice to all, they perhaps did more than justice to Mr. Meade.

While, therefore, your position, that the Spanish nation was certainly responsible (to Mr. Meade) for the *total* amount of the acknowledged debt is indisputable, his Catholic Majesty will find, by further examination of the treaty, that the government of the United States *did not* take upon itself, *by the latter ratification of the treaty*, nor ever, in any other manner, *this debt.* The fifth renunciation of the ninth article of the treaty neither did, nor could, nor was ever intended to, include this debt. And the latter ratification of the United States neither did nor could, in the slightest degree, alter the character of the obligation which the United States had contracted on the face of the treaty on the 22d of February, 1819. The fifth renunciation, upon its face, and by its terms was limited to claims stated, but unsettled, of uncertain amount and validity, as existing at the *signature* of the treaty. The ratification of the United States could no more change the import of this renunciation than it could change the *words* in which it was expressed. The fourth article of the treaty reserves the examination and decision of the *amount* and *validity* of *all* the claims assumed by the United States for the *exclusive* cognizance of a commission of American citizens; and whoever appears before them, as a claimant under the treaty, must abide by their decision, conformably to the treaty. For all subsequent engagements, contracts, and *debts* of the Spanish government, whether with Mr. Meade or with any other claimants, Spain, and not the United States, is chargeable. If Mr. Meade claims the benefit of the treaty, by the treaty must he submit to be judged; and, according to the terms of the treaty, must he receive his indemnity. If he means to resort to engagements or *debts* subsequently contracted, or to the decisions of Spanish tribunals, to Spain alone must he have recourse for satisfaction. This conclusion cannot be departed from by the government of the United States. It is due to the plain intent and unequivocal language of the treaty; it is due to the rights and interests of the people of the United States; it is due to those of many hundreds of their citizens whose demands upon the justice of Spain were at least as strong and clear, and whose right to the support and protection of their country was, at least, more perfect and unequivocal than those of Mr. Meade. Special, unstipulated *favor* to him would be flagrant injustice to them.

When, therefore, in the conclusion of your letter, you beforehand solemnly and respectfully protest against any decision of the commissioners appointed in virtue of the treaty which *invalidates*, in any manner, the *acknowledgment* made by your government of the *total* debt of Mr. Meade, agreeably to the certificate which they sent to him in consequence, and which you state to be in possession of the commissioners, I am directed to say, in answer, first, that the government of the United States have, no more than the government of Spain, the right or authority to dictate or control the decisions of the commissioners appointed by virtue of the treaty of the 22d of February, 1819; and that, as the United States will not assume, themselves, so they will not suffer, from Spain, the exercise of any such dictation or control, alike repugnant to the principles of impartial justice, and to that judicial independence which constitutes the excellence and glory of the institutions both of this country and of Spain.

And, secondly, that there neither has been, nor is there reason to expect, any decision of the commissioners to *invalidate*, in any manner, any *acknowledgment*, by your government, of the total debt to Mr. Meade, the *validity* of any such acknowledgment being, like the obligation which it imports, for the exclusive cognizance of the Spanish government itself, and importing neither obligation nor authority, for which the United States are answerable, or the charge of which they have ever consented to assume.

I pray you, sir, to accept the assurance of my distinguished consideration.

JOHN QUINCY ADAMS.

Don Hilario de Rivas y Salmon,
Charge d'Affaires from Spain.

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